The Bombay Gazette.

No. 6,938.—New Series. BOMBAY:—THURSDAY, MAY 4, 1871. Annual Subscription in Advance...Rupees Fifty-two.

THE BOMBAY GAZETTE.

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All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the *Bombay Gazette*."

SHIPPING.

STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo, every fourteen days.

The Steam-Ship ASIA, 1,579 Tons, 350 H.P., Commander D. McCallum, will be despatched on the 9th May 1871, at noon.

	May.		May.
Leave BOMBAY	9	Leave Tuticorin	17
,, Ratnagherry	10	,, Colombo	18
,, Vingorla	10	,, Galle	19
,, Carwar	12	,, Negapatam	22
,, Mangalore	12	,, Madras	23
,, Cannanore	13	,, Coconada	26
,, Tellicherry	13	,, Vizagapatam	27
,, Calicut	14	,, Bimlipatam	27
,, Beypore	14	,, Gopalpore	28
,, Cochin	15	,, False Point	29
,, Alepee	16	Arrive CALCUTTA	30

This route is the most expeditious and economical for Passengers for the Neilgherry District, Bangalore, and Madras, who can land at Calicut for Beypore, and proceed from thence by rail.

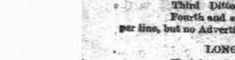
Passengers for Calcutta can take the same route, picking up the Steamer at Madras.)

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

Interchanging Cargo and Passengers at Busoora, to and from Baghdad, with the Euphrates and Tigris Steam Navigation Company.



THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at KURRACHEE, GUADUR, MUSCAT, BUNDER ABBAS, LINGA, BUSHIRE, FAO, MAHOMERAH, and BUSSORAH.

No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every MONDAY, at noon.

The Steam-ship MARTABAN, 515 tons, 110 H.P., Commander G. Shiers, will be despatched on the 8th of May 1871, at noon.

N.B.—No cargo will be received on the day of sailing.

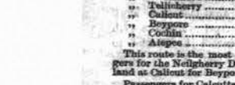
W. NICOL & Co., Agents.

FOR TRIESTE AND VENICE,

VIA SUEZ CANAL,

CALLING, IF NECESSARY, AT BRINDISI, TO LAND PASSENGERS.

(To be despatched in lieu at end of May.)



THE new Steam-ship STRATHCLYDE, 1,400 nett tons, latest tons, expressly built for the East India and China Trade. This fine Steamer has extensive first-class Passenger accommodation of an unusually superior description.

Rates of Passage are—

1st Class to Suez	£30
Ditto Brindisi	£40
Ditto Trieste and Venice	£45

exclusive of Wines, &c., which, however, can be procured on board.

Further particulars will be advertised hereafter.

Application to be made to

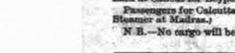
W. NICOL & Co.,

Bombay, 6th April 1871. Agents.

FOR LIVERPOOL.

VIA SUEZ CANAL.

(To be despatched hence about 22nd inst.)



MESSRS. THOMAS WILSON & SONS' new Steam Ship VIRAGO, 1,450 registered tons, Captain Brown.

Like their steamer ORLANDO, which left in February last with a full complement of cabins, this is a very fast Vessel, with superior Cabin accommodation.

Rates of Passage are

1st class to Suez	£30
2nd Do. Liverpool	,, 50
3rd Do. Do.	,, 30

exclusive of Wines and Liquors, which, however, can be procured on board.

Plans of the accommodation may be inspected, and further particulars learned on application to

W. NICOL & Co., Agents.

Bombay, 1st May 1871.

STEAM COMMUNICATION WITH ITALY,

(VIA SUEZ CANAL).

ITALIAN STEAM NAVIGATION COMPANY of Messrs. RUBATTINO & Co., GENOA. The regular Steamers leave

GENOA on the 24th, and BOMBAY on the 1st of each month.

PASSENGER RATES,

(Inclusive of all Transit Fees through the Canal.)

To	1st Class.	2nd Class.	3rd Class.
Aden	£32	£19	£4
Suez	36	21	8
Port Said	38	24	9
Alexandria	39	25	9-10
Messina	45	29	12
Naples	47	31	13
Leghorn	50	34	14
Genoa	50	34	14
Marseilles with transhipment at Genoa	52	35	14-10

Including Wines at Table. Without Food.

Children under 3 years, free of charge.

Children not above 10 years, half fare.

Next Steamer from Bombay,

ARABIA, on THURSDAY, 1st of June, 1871.

The exact hour of departure will be fixed and published a day or two previous to sailing.

For Hand-books of Information, Rates of Freight, &c., apply to

VOLKART BROTHERS,

Agents Rubattino Steam Navigation Company.

Bombay, 3rd May 1871.

FROM MALABAR COAST TO BORDEAUX.

THE first-class Ship EUROPE, 406 tons, Dunalles, Commander. For particulars regarding Freight apply to Messrs. Eo. Baudry and Co.

FROM MALABAR COAST TO HAVRE.

THE first-class Ship CLEMENTINE, 305 tons, Masson, Commander. For particulars regarding Freight apply to Messrs. Eo. Baudry and Co.

FOR LONDON VIA HAVRE, WITH DESPATCH.

MESSRS. JOHN WILLIS and SON'S Magnificent Teak-built Ship THE TYNE, 1 15 years, 1,745 tons. William Stuart, Commander. For particulars regarding Freight or Passage apply to SIR CHARLES FORBES & Co., Agents.

Bombay, 8th March 1871.

NOTICE.—CONSIGNEES of CARGO per Ship EAST, Captain John Collandar, arrived from Calcutta, are requested to despatch Boats to take delivery of their respective Goods, otherwise they will be landed by the Captain without further intimation at the risk and expense of the concerned.

MERWANJEE NUSSEEWANJEE, Agent.

S. S. STATESMAN, from CALCUTTA.—Consignees of CARGO by the above Steamer, arrived from Calcutta, are informed that she will commence DISCHARGING on MONDAY, 1st May, and they are requested to PAY FREIGHT and SEND their DELIVERY ORDERS to the undersigned for countersignature and pass.

WALLACE & Co., Agents s.s. Statesman.

Bombay, 29th April 1871.

TO CONTRACTORS and BUILDERS.—The undersigned are prepared to SAW TIMBER by STEAM MACHINERY for persons desirous of converting their own logs. For particulars as to price of Sawing apply to Mr. A. McKENZIE, at the Saw Mill, Tank Bunder

5th April 1871. W. NICOL & Co.

COPPER-PLATE PRINTING, ENGRAVING, &c.—VISITING CARDS, Invitation Cards, Wedding Cards and Envelopes, Cheques, Bills of Lading, Office and Bank Seals, Seals for Stamping Envelopes, &c., engraved to order, and at moderate prices. Specimens may be seen at the Office of the "Bombay Gazette" Press.

DINNEFORD'S FLUID MAGNESIA.

The best remedy for

Acidity of the Stomach, Heartburn, Headache, Gout, and Indigestion; and the best mild aperient for delicate constitutions, especially adapted for Ladies, Children, and Infants, and for regular use in Warm Climates.

Dinneford & Co., Chemists, London, and of Druggists and Storekeepers throughout the world.

N.B.—Ask for Dinneford's Magnesia, and see Dinneford's Fuchsia Gloves and Belts.

Agents—Treacher & Co. Bombay, Poona, and Byculla.

SHIPPING.

OVERLAND FREIGHT ROUTE.

THE Bombay and Bengal Steam Ship Company take Cargo to Liverpool, London, and Havre, via the Suez Canal.

These Steamers were made specially for this trade, and have superior accommodation, for Passengers. The NEERA carries a Stewardess.

RATES OF FARE FOR PASSENGERS.

To Liverpool via Suez Canal—1st class Rs. 500; 2nd class Rs. 350 ..... } Exclusive of Wines.

To Suez—1st class Rs. 407; 2nd class Rs. 275 ... }

The s.s. NEERA, 2,900 Tons, Captain Cousin, is expected to leave on the 27th May.

STEARNS, HOBART, & Co.

Bombay, 3rd May 1871.

BRINDISI ROUTE.

ADRIATICO ORIENTALE COMPANY.

THE undersigned are prepared to issue THROUGH TICKETS from SUEZ to BRINDISI, ANCONA, VENICE, NAPLES, ROME, BOLOGNA, FLORENCE, TURIN, SUSA, VERONA, CAMERLATA, MILAN.

Steamers leave Alexandria on the arrival of the Mail from Bombay.

The passage from Alexandria to Brindisi occupies only three days, and the through journey to London about 140 hours, making a saving over other routes of about 48 hours.

On arrival of the weekly fast Steamer from Alexandria, carrying the Supplementary Indian Mail, an Express Train is run from Brindisi by the South Italian Railway en route for London, via Ancona, Bologna, Munich, Cologne, Ostend and Dover.

RATES OF FARE FROM SUEZ, INCLUDING TRANSIT THROUGH EGYPT.

1st Class. 2nd Class.	1st Class. 2nd Class.
To BRINDISI ...Rs. 140 Rs. 103	To ROME ...Rs. 153 Rs. 109-8
,, VENICE ...Rs. 126 Rs. 103	,, MUNICH ...Rs 203 Rs. 153-0

For rates to other towns apply to

STEARNS, HOBART, & Co.,

Bombay, 11th January 1871. Agents.

OVERLAND ROUTE.

On Saturday, the 6th May, at 5 P.M., from Massoon.

THE P. & O. Co.'s s. s. COLUMBIAN (2,180 tons, and 500 H.P.), Captain N. Steward, will LEAVE for SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Brindisi, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Odessa, Genoa, Naples, and Havre, Liverpool or London.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon before 10 A.M., on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the New Dock Head at Mazagon at 3 P.M., precisely, on the day of sailing.

REDUCTION OF FARES.

The Rates of Passage Money have been reduced as follows:—

To BRINDISI .....First Class Rs. 600 Second Class Rs. 300

To SOUTHAMPTON. ,, ,, 650 ,, ,, 350

Exclusive of Wines and Liquors, and the transit through Egypt.

All Children under 3 years of age, free; above 3 and under 10, half fare.

G. F. HENRY, Superintendent.

STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

THE P. and O. Co.'s s. s. AUSTRALIA (3,684 tons, and 600 H.P.), Captain C. A. White, will be despatched for the above Ports on WEDNESDAY, the 10th May, leaving Mazagon at noon on that day, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras and Calcutta.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's office before 11 A.M. on Tuesday, the 9th proximo.

G. F. HENRY, Superintendent.

EXTRA STEAMER TO CHINA.

THE Steamer SUNDA (1,682 Tons, and 300 H.P.), will be despatched to Hongkong early in May, calling at Singapore.

G. F. HENRY, Superintendent.

FOR LONDON VIA HAVRE.

(To be despatched hence about 25th proximo.)

MESSRS. THOMAS STEPHENS and SONS' Fine Iron Clipper Ship HYDRABAD, 1,349 registered tons, Charles Holdroyd, Jr., Commander, has extensive and very superior accommodation for First-class Passengers. For further particulars apply to

W. NICOL & Co., Agents.

Bombay, 27th April 1871.

SALES BY AUCTION.

BENNETT AND COMPANY.

No. 5, Forbes Street.

WEEKLY SALE.

On SATURDAY, the 6th instant, Messrs. BENNETT and Co. will sell by Public Auction, at their Rooms, a good quantity of Grey and Colored Piece Goods, T Cloths, &c., &c.

25 Cases Red Letter Paper—Cat, trade mark on outside the ream.

25	Ditto	Blue	ditto	ditto
25	Ditto	Blue	ditto	ditto

AUCTION SALE OF BRICKS.

THIS DAY, THURSDAY, the 4th instant, at 2 P.M., Messrs. BENNETT and Co. are instructed to sell by Public Auction, at Mody Bay, the valuable and handsome Household Furniture, Plated, Glass and Porcelainware, Carriage, &c., the property of W. Wedderburn, Esq., and Captain A. R. Hoskins, the same comprising rich chintz stout, glassware, handsome dinner, dessert, and breakfast services, best platedware, such as hotwater curry dishes, crust frame, ice pitcher, tea set, butter pot, a mahogany gentleman's dressing case set of best plated implements, silver hand forks with mother o'pearl handles for 12 persons, a pair of very handsome 4 light cande abras, table and chamber candlesticks, linen, &c., and newly inlaid blackwood furniture, such as a set of dining table in 3 pieces for 18 persons, round ditto for 8 and 10 persons, sideboards, whatnots, screens, richly carved circular, pier, sofa and card tables, easy, rocking and drawing-room chairs, full-backed conversation sofas, music stands, English mahogany corner whatnots with mirrors, handsome Persian carpets, centre ottomans, plated single and three-light hanging argand lamps, handsome China jars, and flower vases, horned hatstands, and gentlemen's writing tables, handsome English bronze and iron painted bedsteads, and cots, dressing and washing tables, toilet and cheval glasses, clothes and gown presses, chest of drawers, dispense articles, cooking utensils, choice plants, &c.

AT 1 P.M.

1 handsome English-built park phaeton, on C. springs, by Nees of Long Acre.

1 ditto ditto circular-fronted miniature brougham.

Catalogues are published, and the property is now on view.

AUCTION SALE of valuable and handsome Household Furniture, best Plated, rich Crockery and Glassware, an English-built four-seated Barouche, by Lewis, of Salisbury, fine Bay Charger, carry Ladies, &c., &c., at No. 6, Marine Lines.

On WEDNESDAY, the 31st instant, Messrs. BENNETT and Co. are instructed to sell by Public Auction, at his Residence, No. 6, Marine Lines, the valuable and handsome Household Furniture, Plated, Glass and Porcelainware, Carriage, Horses, &c., the property of Colonel E. A. Green.

Full particulars will be given hereafter. Catalogues will be published, and the property on view three days before the day of sale.

Bombay, 4th May 1871. BENNETT & Co.

CRAWFORD AND COMPANY.

3, Marine Street.

SALE OF VALUABLE LANDED PROPERTY AT BREACH CANDY.

THIS DAY, THURSDAY, the 4th May 1871, at 4 P.M., under instructions from the mortgagee, Bhimjee Pursotum, Esq., and in pursuance of the power of sale contained in a certain mortgage deed bearing date 17th June 1869 and made between Luxmeebhaee, widow of Wassoodeo Wittojee, of the one part, and Bhimjee Pursotum, of the other part, Messrs. Crawford & Co., will sell by public auction on the premises: All that hill or garden with the bungalow and other outhouses standing thereon, situate on the western side of the Breach Candy Road, in the registration subdistrict of Bandora and known by the name of Wittoba Canojee's Hill, admeasuring 20,900 square yards or thereabouts, assessed by the Collector of Pension and Tax under No. 201, and bounded on the west by the Breach Candy Road, on the west and north by the hilly ground of Goolbai, widow of the late Jehangeer Byramjee Gamunia, and on the south by the hilly ground of Juggonath Narayen and the said Gooltai widow.

SALE OF LANDED PROPERTY.

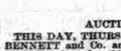
TO-MORROW FRIDAY, the 5th May, at 4 P.M., on the premises Messrs. CRAWFORD and Co. will sell by public auction, by order of Lalbhoy Asumbram, the mortgagee on account and at the risk of Bhungsally Vittuldass Nanabhoy and Hargovindass Nanabhoy the mortgagors: All that piece of Government ground with the dwelling-house standing thereon, situate in Coombarwada Street, assessed under No. 110 and registered under 1927 admeasuring 66 square yards or there abouts, bounded on the east by the Coolwada Street, on the west by a sweeper's passage, on the north by the house of Ramjee Nowjee and Balla Nowjee, and on the south by the house of Raghoonath Trimbuckjee.

Bombay, 4th May, 1871. CRAWFORD & Co.

NEW ADVERTISEMENTS.

FOR HAVRE.

WITH IMMEDIATE DESPATCH.



THE Ship FRANCE, Captain Exmelin. For Freight apply to PLANQUE, VINAY, & Co.

3rd May 1871.

NOTICE.—CONSIGNEES per Ship LORD CANNING, arrived from London, are requested to DESPATCH BOATS to TAKE DELIVERY of their respective GOODS; otherwise they will be landed by the Captain, without further intimation, at the risk and expense of the consignees.

W. NICOL & Co., Agents.

Bombay, 3rd May 1871.

NOTICE.—Consignees per ship CITY of BERLIN, arrived from GRAVESEND, are requested to DESPATCH BOATS to TAKE DELIVERY of their respective GOODS; otherwise they will be landed by the Captain, without further intimation, at the risk and expense of the consignees.

W. NICOL & Co.

Bombay, 3rd May 1871.

FOR SALE, a HANSOM CAB and BAY ARAB HORSE. Price Rs. 650. Apply to "O. H." at this Office.

NEW ADVERTISEMENTS.

THE MAZAGON LAND COMPANY (LIMITED).

GENERAL MEETING OF SHAREHOLDERS.

A GENERAL MEETING of SHAREHOLDERS of the MAZAGON LAND COMPANY, LIMITED, was held at the Registered Office of the Company, in No. 1, Hornby Row, on MONDAY, the 1st May, 1871, at 3 P.M. There were present:—Dinshaw Manockjee Petit, Esq., in the chair, and Messrs Tapidas Vurjdas, Catsumbhoy Dhurumsey, Dayal Ruttonsey, Ramjee Madhowjee, Hormusjee Pestonjee Framjee, Muncherjee Nowrojee Bunajee, Damodhurdas Tapidas, Tribhowundass Nuthoobhoy, Chomilal Motecdal, Jehangeer Hormusjee, Burjorjee Jamsetjee Dajee, Doorabhoy Dinshaw Palell, Pestonjee Cowasjee Choaksee, Burjorjee Muncherjee Conwalla, Ardaseer Rustomjee, Jadowjee Raghoorjee, Vundrawundas Mohalal, Eduljee Shapoorjee, Shapoorjee Burjorjee, Odhowjee Jethabhoy, Scrabjee Mhotabhoy, Bhickajee Nowrojee Pollonjee, Comedram Khoobhal, Kalidas Purmanund, Dorabjee Horjee, Cowasjee Bomanjee Arjanee, and Javerilal Umiashanker, Secretary.

The Secretary having read the notice convening the Meeting, the following Report of the Directors was submitted:—

DIRECTORS' REPORT.—Your Directors have much pleasure in laying before you their second Report, with a Balance-sheet and Profit and Loss Account for the six months, which ended with the 31st December last. The earnings of the Company for the second half year have amounted, as will be seen, to Rs. 35,850-6-7, against Rs. 43,983 of the first half year, a result which, considering the extreme depression of trade during the year, is not quite unsatisfactory. The total income of the year is Rs. 79,833-13-7, this expenses during the same time having amounted to Rs. 50,925-15-1 (Rs. 21,321-2-6 for the first half, and Rs. 29,103-12-4 for the 2nd half year).

Your Directors are glad to inform you that they have endeavoured to reduce the expenses of the Company at the Head Office from the commencement of the present year. It is hoped that the results of this reduced expenditure will be perceptible in the course of the current year.

It will be seen that in the present Statement, as in the last Balance-sheet, the sum of Rs. 40,000 represents the paid-up value of 20 shares not issued to the Shareholders. The present market value of the shares, however, may be estimated at about half the amount.

In conformity with Clause 121 of the Articles of Association, the Shareholders will have to appoint two Auditors in the place of Messrs. G. B. Wilson and Ramchandra Hemraj, who examined the Accounts now submitted by the Board.

Two of your Directors, Messrs. Tapidas Vurjdas and Catsumbhoy Dhurumsey, retire in terms of Clause 86 of the Articles of Association, but are eligible for re-election.

DINSHAW MANOCKJEE PETIT, Chairman.

No. 1, Hornby Row, Bombay, 15th April, 1871.

ADOPTION OF ACCOUNTS AND REPORT.—The Report having been read, it was proposed by Mr. Muncherjee Nowrojee Bunajee, and seconded by Mr. Pestonjee Framjee, as follows:—

"That the Accounts of the Company, as exhibited in the Balance-sheet and Profit and Loss Statement for the half year, which ended with the 31st December last, be, and are hereby, received and adopted."

Carried unanimously.

DIRECTORS' APPOINTMENT CONFIRMED.—It was proposed by Mr. Damodhurdass Tapidass, and seconded by Mr. Tribhowundass Nuthoobhoy,—

"That the appointment of Messrs. Dinshaw Manockjee Petit and Ramjee Madhowjee as Directors, in room of Messrs. J. G. Smith and H. Manisty resigned, be, and is hereby, confirmed."

Carried unanimously.

RE-ELECTION OF RETIRING DIRECTORS.—On the motion of Mr. Dinshaw Manockjee Petit, seconded by Mr. Hormusjee Pestonjee Framjee, it was resolved,—

"That the retiring Directors, Messrs. Tapidass Vurjdass and Cassumbhoy Dhurrumsey, be, and are hereby, re-elected Directors of the Company."

Carried unanimously.

AUDITORS FOR THE NEXT ACCOUNTS.—The Chairman intimated that the Directors proposed to reduce the remuneration of Auditors for the next Accounts, from Rs. 250 to Rs. 125 each. Some of the Shareholders thought that Rs. 100 as the remuneration for each Auditor would be quite ample. Others objected to this reduction, stating, as the ground of their objection, that the Auditors were required to be men who were familiar with Accounts, and who held some position; and to obtain the services of such men it was proper that they should be remunerated accordingly. It was then proposed by Mr. Jehangeer Hormusjee, and seconded by Mr. Damodhurdass Tapidass,—

"That Messrs. Cooverjee Rustomjee Mody and Gungadas Khandas be, and are hereby, appointed Auditors to audit the next Accounts of the Company, at a remuneration of Rs. 125 each."

Carried unanimously.

The Chairman remarked that the next business before the Meeting was the consideration of the two Requisitions from certain Shareholders of the Company. Of these, the first related to the farming out of the Company's revenues, for which the Mazagon property. The Secretary was called upon to read the Requisition, which was signed by holders of 257 shares, and which ran as under:—

To the Directors of the Mazagon Land Company, Limited, Bombay.

Gentlemen,—In view of promoting the interests of the Company, we, the undersigned Shareholders of the Mazagon Land Company, Limited, beg to suggest for your consideration, whether it would not be desirable to farm out the Company's revenue derived from the Bunder.

In the event of this proposition meeting with your approval, we request you will be pleased to cause advertisements to be issued in the local papers, inviting tenders for the same, and on receipt of the tenders, you find that the terms are such as are likely to benefit the Company, you will, we hope, make arrangements to farm out the revenues for a period not exceeding five years to such per-on or persons, and on such securities and terms as may appear to you best calculated to promote the interests of the Company.—We remain, &c.,

(Signed) VURJEEVUNDASS MADHOWDASS, and 16 others.

Bombay, March, 1871.

Several Shareholders having expressed their disapproval of the plan of farming the Company's revenues, the Chairman explained that the Directors thought favourably of this proposal, inasmuch as it would be the interest of the lessees to obtain tenants on the Company's premises from the various classes to whom the Bunder was open for business. For instance, they would use their influence with dealers in timber, coals, grass, sand, bricks, &c., so that at the end of five years the Company would be in a position to reap the benefits of the lessees' exertions to promote the Company's revenues.

Mr. Muncherjee Nowrojee Bunajee said he did not think the farming system would result in much benefit to the Company, but, as the Directors were the Constituted Body, and more competent to carry it out, as it would be departing from the objects of the Company as stated in its Memorandum of Association.

The Chairman observed that if a resolution to this effect was passed in the General Meeting of Shareholders, like the present, the plan might be carried.

Mr. Muncherjee Nowrojee said it would have been much better if the Company's Solicitor was present at the Meeting, and that, so far as he knew, it would be quite out of the Company's proper sphere of action to do so.

The Chairman replied that the Solicitors were consulted on the subject, but they had nothing objectionable in it. Their opinion was not, however, obtained in writing.

Mr. Muncherjee said that the Directors could *not* go beyond the powers conferred upon them by the Articles of Association, and these Article gave no power to farm the whole revenues of the Company. If the Directors wished to do so, the present Company must be wound up, and a new one formed. He had the best authority to say this. Mr. Cassumbhoy, one of our Directors, would tell you that a similar resolution was passed by the Royal Spinning and Weaving Company, with a view to farm out the Company's income, but the Directors of the Company were afterwards informed that such a resolution was null and void, as no such power were contemplated by the Articles of Association of that Company.

The Chairman explained that it would be found from the Memorandum and Articles of Association, that they were to farm out for a number of years the Company's property, and the revenue derived therefrom. It was, however, for the Shareholders to say whether they would call upon the Directors of the Company to do so. The Directors looked upon the proposal favourably. At the same time they were endeavouring to lease out the Company's premises as they should do. Since then the management was transferred to the new Directors, they had leased about 70 cattees, of 500 feet each, and were trying to meet with others as soon as they could find them.

The proposal as to the farming of the revenue was put before the Meeting on the motion of Mr. Dorabjee Hormusjee, seconded by Mr. Hormusjee Pestonjee Framjee, but was lost by the majority of the Shareholders voting against it.

The Chairman next submitted the following proposition in terms of the second Requisition, relative to the investment of the cash now lying unemployed in the hands of the Company. It was proposed by Mr. Ramjee Madhowjee, seconded by Mr. Hormusjee Pestonjee Framjee,—

"That the Directors of the Mazagon Land Company, Limited, be empowered to invest by way of loans the money belonging to the Company, which has been lying idle, or yielding only a nominal interest, on the security of shares of the Colaba Land Company, Limited, at the best rate of interest, reserving a reasonable margin to cover the fluctuations of the market."

Mr. Muncherjee objected to the proposition, on the ground that it would be departing from the original objects of the Company, and turning it into a bank. It would, he said, be against the Memorandum of Association, where nothing was said about advancing money.

Mr. Fletcher (the Company's Solicitor) entered at this stage of the proceedings, and, after consultation with him, the following amendment was proposed and carried:—

Proposed by Mr. Muncherjee Nowrojee Bunajee, and seconded by Mr. Tribhowundass Nuthoobhoy,—

"That the consideration of the Requisition No. 2 be adjourned, in order that the opinion of Counsel may be taken to ascertain the powers of the Company to alter the objects for which the Company was established to the extent proposed in such Requisition, without amending the Memorandum of Association."

Thanks having been voted to the Chairman for his able conduct in the chair, the Meeting separated at about 5 P.M.

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COMMERCIAL INTELLIGENCE.

SHARE MARKET.

WEDNESDAY AFTERNOON.

INQUIRIES for Colabas at Rs. 1,690, and Bombay Press shares at Rs. 2,300.

MILITARY.

ARRIVALS.—MAY 3.

Noyes, Captain, Bombay Staff Corps, on leave, from Mhow.
Gallowan, Captain, 2nd Bengal Regiment, from leave, from Matheran.
Morewether, Captain, Royal Engineers, from leave, from Matheran.

DEPARTURE.—MAY 3.

Stevenson, Lieutenant, 49th Regiment, on duty, to Poona.

GOVERNMENT OF INDIA ORDERS.

(*Gazette of India*, April 29.)

HOME DEPARTMENT.

MR. F. Housman, Recorder of Rangoon, is appointed to act also as Recorder of Moulmein during the temporary absence on duty of Mr. J. Corryton, or until further orders.

Mr. C. J. Wilkinson to officiate as Standing Counsel for the Presidency of Fort William in Bengal during the absence on leave of Mr. J. Pitt Kennedy, or until further orders.

Mr. D Scott to officiate as an Assistant Superintendent of Police, British Burmah, with effect from the 18th March 1871.

Lieutenant H. M. Chambers, RE, is appointed an Assistant Superintendent of the 2nd grade in the Great Trigonometrical Survey of India.

Mr. W. G. Beverly, Surveyor, 1st grade, Subordinate Branch of the Great Trigonometrical Survey of India, is promoted to the Senior Department as an Assistant Superintendent of the 2nd grade with effect from the 1st inst., vice Mr. George Shelverton, deceased.

Captain W. F. Badgley, Assistant Superintendent, 1st grade, Topographical Survey, Chota Nagpore Division, to officiate as a Deputy Superintendent, 3rd grade, in charge of the Khasia and Garo Hill Survey, during the absence on furlough of Major Godwin-Austen, or until further orders.

FOREIGN DEPARTMENT.

As a temporary arrangement His Excellency the Viceroy and Governor General in Council is pleased to confer upon Captain Goodfellow, the officiating Political Agent of Bagelkhund, the powers of a Magistrate under the operation of Act XXV. of 1861 within the land ceded by the native States of Bundelcund for railway purposes.

FINANCIAL DEPARTMENT.

Mr. T. G. Trevor resumed charge of the office of Examiner of Claims, Bombay, on the forenoon of the 4th instant.

Mr. Trevor is re-appointed to officiate as Assistant Accountant General, Bombay, and the unused portion of the leave granted to him on the 9th March 1870 is cancelled.

During the absence of His Excellency the Viceroy and Governor-General in Council from the Presidency, the officiating Secretary to the Government of India in the Military Department at the Presidency will have charge of that portion of the Foreign Office which is left at the Presidency.

Captain J. N. B. Hewett, Assistant Commissioner of Peraiguri, in Oudh, is appointed to officiate as Deputy Commissioner of that district, vice Mr. C. K. Cromelin, who is about to proceed on furlough to Europe on medical certificate.

Captain G. Gordon Young, Assistant Commissioner in the Punjab, at present officiating as Settlement Officer in the Seetapoor District, in Oudh, having obtained furlough in G. G. O. No. 191 of 28th February 1871, is granted subsidiary leave for a period not exceeding thirty days.

Privilege leave for one month is granted to General Barrow, C.B., Chief Commissioner of Oudh, from the date on which he may avail himself of it.

MILITARY DEPARTMENT.

With reference to the Notification by the Public Works Department, No. 165 of the 19th April 1871, the services of Lieutenant C. E. Dyce, of the Royal Artillery, are re-placed at the disposal of His Excellency the Commander-in-Chief.

The undermentioned officers are permitted to proceed to Europe on furlough on private affairs :—

Major-General William Philip Hampton, Infantry,—for two years, embarking at Bombay.

Lieutenant-Colonel, Brevet Colonel, George Gill Moxon, of the Bengal Staff Corps, District Superintendent of Police, Central Provinces,—for two years, embarking at Bombay.

Lieutenant-Colonel Hugh Rose, of the Bengal Staff Corps,—for two years, embarking at Bombay.

Major Robert Cadell, of the Bengal Staff Corps, District Superintendent of Police, Futtehpur District, North-Western Provinces,—for two years.

Major Robert Dallas Campbell, of the Bengal Staff Corps, Wing Officer, 30th Punjab Regiment of Native Infantry,—for two years, embarking at Bombay.

Major Christopher James Godly, of the Bengal Staff Corps, Commandant 4th Punjab Cavalry, Punjab Frontier Force,—for two years, embarking at Bombay.

Surgeon Neil Benjamin Smith, of the Medical Department,—for one year, embarking at Bombay.

Captain Alfred Bloomfield, of the Bengal Staff Corps, Assistant Commissioner, Central Provinces,—for eighteen months.

The undermentioned officers are permitted to proceed to Europe on furlough on urgent private affairs :—

Major Halford Fellows, of the Bengal Staff Corps,—for six months, embarking at Bombay.

Captain Adolphus Wallis Billings, of the Bengal Staff Corps,—for six months, embarking at Bombay.

The services of Cornet J. C. Kinchant, of the 11th Hussars, a candidate for the Bombay Staff Corps, are placed at the disposal of the Government of Bombay.

Lieutenant Arthur William Raddie Becher, of the General List, Cavalry, Adjutant 16th Bengal Cavalry, is allowed furlough to Europe, medical certificate, for two years.

Hyderabad Contingent—3rd Cavalry.—Captain C. J. O. Fitzgerald, 2nd in Command, to officiate as Commandant during the absence on furlough to Europe of Lieutenant-Colonel H. C. Dowker, or until further orders.

The services of Surgeon J. H. Thornton, M.B., of the Medical Department, in medical charge of the 2nd Regiment of Native Light Infantry, are placed temporarily at the disposal of the Government of Bengal.

Lieutenant Alexander Baber Douglas and Lieutenant Thomas Fraser Bruce, of the Bengal Staff Corps, having completed 12 years' service, are promoted to the rank of Captain, from the 20th April 1871 subject to Her Majesty's approval.

Captain P. L. Bellamy, of the 55th Foot, Station Staff Officer, Chuckrata, is appointed a Brigade-Major to complete the establishment, and in succession to Captain R. P. Pearson, who vacates on the completion of his period of staff service.

Lieutenant Mathew Horace Hayes, of the Royal Artillery, 2nd Wing Sebastopol 35th (the Nympcorite) Regiment of Native Infantry, is admitted to the Bengal Staff Corps, from the 18th January 1870 subject to the confirmation of the Secretary of State for India.

The following promotion and alterations of rank are made, subject to Her Majesty's approval :—

Lieutenant Arthur Benjamin Clare, General List, Infantry, to be Captain, from 22nd February 1871 in the room of Captain J. Gregory, deceased.

Captain, Lieutenant in 104th Foot, H. J. Woodward, General List, Infantry, to rank from 1st December 31st, 1870, in the room of Captain W. H Brind, 104th Foot, Cadre of the late 2nd European Bengal Fusiliers, exchanged into 103rd Foot.

Captain Edward Millett Forbes, General List, Infantry, to rank from 1 anuary 5th, 1871, in the room of Captain G. P. Cumming, Staff Corps, Cadre of the late 4th European Regiment, retired.

Major-General John Stafford Paton, of the Bengal Staff Corps, is permitted to proceed to Europe on furlough on private affairs, for two years.

The services of Lieutenant F. Bailey, of the Royal Engineers, Superintendent of Instruction, Sappers and Miners, are placed at the disposal of the Public Works Department.

PUBLIC WORKS DEPARTMENT.

The order of the Resident, Hyderabad, dated 10th April 1871, granting Captain E. A. Trevor, R.E., Controller of Public Works Accounts, three months' privilege leave from the 15th instant, or such other date as he may avail himself of the same, is confirmed.

Mr. R. B. Duncan, Deputy Controller of Public Works Accounts, Bombay, is appointed to officiate as Controller of Public Works Accounts, Hyderabad, during the absence of Captain Trevor, or until further orders.

Lieutenant Le Breton, officiating Deputy Controller, North-Western Provinces, is appointed to officiate as Deputy Controller of Public Works Accounts, Bombay, during the absence of Mr. Duncan, or until further orders.

Mr. A. Drysdale, Assistant Conservator of Forests, 2nd grade, in Berar, on probation, is confirmed in his appointment.

SHIPPING.

DAILY FREIGHT REPORT—3RD MAY.

			p. ton.
London	Cotton	£3 0s. 0d.	
	Cases	£3 0s. 0d.	"
	Sticks	£2 10s. 0d.	"
Liverpool	Iron Ships Cotton	£2 13s. 9d. to £2 16s. 3d.	"
	Wooden Ships	£2 12s. 6d. to £2 15s. 0d.	"
	Hydraboline & Coal bills	£1 5s. 0d.	"
	Seeds	£1 15s. 0d.	"
Havre	Cotton	£3 3s. 0d.	
	Piece		
Overland Steamers		£4 10s. 0d. to £5 0s. 0d.	
Liverpool via Suez Canal		£3 10s. 0d. to £3 12s. 0d.	
China	Steamer Cotton	Rs. 10 per bale.	
	Opium	Rs. 25 to 30 per chest	
	Sailing Ships	Rs. 6 per bale.	
Calcutta	Exit	Rs. 2 0 0 to 3 0 0 per ton	
Calcutta to Bombay		Rs. 15 and Calcutta Port charges	
Mauritius		8 annas to 10 p. bag nominal.	

ARRIVALS.

May	Vessel.	Commander.	From
3	Isabella Kerr	Evans	Glasgow, Jan. 10.
	Juventa	Holme	Liverpool, Nov. 27.
	Caldera	Mostest	Newcastle, Jan. 2.
	City of Norwich	Warden	Glasgow, Jan. 22.
	Cannanore	Patrouilleau	Calcutta, March 16.
	Sir Charles Napier	Jenkins	Liverpool, Dec. 29.
	William Stewart	Cock	Rangoon, March 28.

DEPARTURES.

May	Vessel.	Commander.	Destination.
3	Hindoostan	Coombe	Calcutta.
	Sir J. R. Carnac (s).	Raffin	Coast and Goa.

The ship Barings, Williams, to Falmouth, obtained her port clearance yesterday.

The following vessels began to load yesterday—
Ship Evelyn, to Liverpool.
Steamer Nadie, to Havre, &c.
Steamer Marlabah, to Kurrachee.
Steamer Asia, to Malabar Coast and Calcutta.

THE HOOGHLY.

April ARRIVALS.
29 Arran (s) ..... Day ..... London, March 11.
Hindoostan (s) ..... De Smidt ..... Hongkong, April 15.
City of Nankin ..... Muir ..... Bombay, April 5.
Punjaub (s) ..... Stanatt ..... Moulmein, April 23.

April DEPARTURE.
29 City of Nankin .....

MADRAS.

April ARRIVALS.
29 Delhi (s) ..... Wilkinson ..... Calcutta.
Nile (s) ..... London.

April DEPARTURE.
30 Delhi (s) ..... Within out ..... Sues.

DAILY IMPORTS.—3RD MAY.

FROM LIVERPOOL.

Lorne (s), 3 cases night caps, A C Gumpert & Co; 5 cases and 1 trask hardware, L Ebram & Co; 9 cases cutlery, H B Jeejeebhoy.

FROM LONDON.

Prince Oscar, 20 casks stout and 40 casks ale, Bonnevalle and Sibille; 26 cases brandy, T Hammond; 6 casks and 1 case glassware, K Dhanjee; 35 cases old tom, H Pestonjee Sons; 10 casks glass vials, L Nanayen & Co; 8 cases eau de cologne, N Ardaseer & Sons; 10 cases candles, R Angus & Co; 75 casks stout, R Bomanjee & Co; 111 cases oilmanstore, and 10 cases currants, The L A & A Co; 5 cases old tom and 5 bags corks, S Rustomjee Sookia.

City of Seringapatam, 39 cases copper sheets, Thomas Steuart & Co.

Cartago Nova (s), 50 cases yellow metal sheets, Thomas Steuart & Co.

Robinson Crusoe, 28 cases biscuits and 4 cases oilmanstore, H F Soares.

Kingdom o' Fife, 1,011 iron bars, G Khanbhoy.

Courier de Bombay, 15 cases claret, Howard Brothers.

FROM GENOA.

India (s), 1 cask sherry, Henry Rogers.

FROM TRIESTE.

Apis (s), 26 packages beads, A C Gumpert & Co.

FROM SUEZ.

Lorne (s), 2 casks hardware, M Futta.

DAILY EXPORTS.—3RD MAY.

FOR LIVERPOOL.

Jeypore, 75 bales cotton, S Keemutram.

Challenge (s), 200 bales cot on, A Dhonderam; 13 bales cotton, L Ramdyal; 40 bales cotton, D Ramsook; 100 bales cotton, Watson, Bogie & Co; 51 bales cotton, V Manchund; 85 bales cotton, V Tokersee; 100 bales cotton, H Gangjee.

Thunderbolt, 100 bales cotton, Kunkler, Preiswerck & Co; 52 bales cotton, Framjee, Sands & Co.

Romania, 362 bundles myrabollams and 194 bundles nux vomica, D Merwanjee & Co; 50 bales cotton, V Gallasunker; 86 bales cotton, C A Dickinson; 50 bales cotton, H Gangjee; 100 bales cotton, P Canjee.

Gatineau, 100 bales cotton, C Ebram; 75 bales cotton, C Jaichund; 70 bales cotton, C Madhowdass; 33 bales cotton, T Lillaram.

Euxine, 500 bales cotton, W Nicol & Co; 300 bales cotton Framjee, Sands & Co; 51 bales cotton, N Gunesdass; 500 bales cotton, David Sassoon & Co; 150 bales cotton, D Cursondass.

St. Fillans, 750 bundles linseed, S Mooljee: 500 bales cotton, Peel Cassels & Co; 500 bales cotton, David Sassoon & Co.

Tennyson, 200 bales cotton, Finlay, Scott & Co.

Helen Scott, 100 bales cotton, Kunkler, Preiswerck & Co; 10 bales cotton, Wallace & Co.

Kirkwood, 1,500 bales cotton, W Nicol & Co; 50 bales cotton, C Soondersee & Co.

Macedon, 55) bales cotton, Peel, Cassels & Co; 1,200 bags linseed, S Mooljee.

Seaforth, 200 bales cotton, M Hurmuckhund; 500 bales cotton, Finlay, Muir & Co; 500 bales cotton, Kuoop & Co; 500 bales cotton, Peel, Cassels & Co.

Lorne (s), 50 bales wool, N Jewraz; 60 bales cotton, R Habibbhoy; 500 bales cotton, Ralli Brothers; 26 bales cotton, Young & Co; 60 bales wool, D Mathooradass; 11 bales cotton, Framjee Sands & Co.

Trent (s), 300 bales cotton, H E Barrett; 50 bales cotton, H Bomanjee Touche & Co; 12 bales cotton, Framjee Sands & Co; 99 bales cotton, Young & Co.

Hannah Law, 500 bales cotton, David Sassoon & Co; 100 bales cotton, C Ebram; 1,000 bundles galls, K Veerjee.

Western Belle, 125 bales cotton, D Ryaram; 360 bundles ambahuldee, 150 bundles nux vomica, and 125 bundles gall, C Jadowjee.

William Fairburn, 500 bales cotton, David Sassoon & Co.

Robert Kerr, 250 bales cotton, David Sassoon & Co.

FOR LONDON.

The Tweed, 1233 cases tea, M Rowjee; 27 bundles hides, C Nanjee.

Columbian (s), 23 pieces and 1 bundle E teeth, A R Fazul; 18 cases olibanum and 28 kegs aloes socotra, M Jewraz.

FOR TRIESTE.

Berar (s), 2 cases coffee, Volkart Brothers.

FOR SUEZ.

Columbian (s), 4 cases indigo, L Moolchund.

FOR HAVRE.

Columbian (s), 100 bales cotton, K Pitamber & Co.

France, 1,200 bags rapeseed, Ralli Brothers.

Red Cross, 200 bales cotton, Kunkler, Preiswerck & Co; 300 bales cotton, Jules Seigfried & Co.

City of Pekin, 1,000 bales cotton, W Nicol & Co.

Hydrabad, 850 bales cotton, Planque, Vinay & Co.

FOR GENOA.

Columbian (s), 1 bale cotton, H Bomanjee T uche & Co.

FOR HONGKONG.

Comstance, 52 bales cotton, N Goverdhundass.

New Margaret, 17 bundles shirkhins, D Dossa.

Australia (s), 100 bales cotton, T Vurjdass; 38 bales cotton, D G Hoosin; 50 bales cotton, H Hurdeodass; 139 bales cotton, N Kessowjee & Co; 180 bales cotton, R Calooram; 465 bales cotton, S Motecbai; 8 bales cotton, A K B H A Russool.

FOR SHANGHAI.

Australia (s), 12 chests M opium, E D Sassoon; 40 chests M opium, N Jeerawurmull.

THE GREAT KHANDEISH CASE.

JUDGMENT OF THE HIGH COURT,

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DOMESTIC OCCURRENCES.

THE CHARGE FOR NOTIFYING A DOMESTIC OCCURRENCE IS ONE RUPEE, AND THE ANNOUNCEMENT MUST BE AUTHENTICATED.]

BOMBAY.

BIRTH.

WALKER—May 1st, at Mhow, the wife of Lieutenant T. Walker, Royal (late Bombay) Horse Artillery, of a son.

OTHER PRESIDENCIES.

BIRTH.

MUMFORD—April 25th, at Lucknow, the wife of Mr. E. A. Mumford, Oude Police, Hurdoee, of son.

MARRIAGE.

FISHER—BYRNE—April 17th, at Allahabad, by the Rev. James Williamson, M.A., Chaplain, Church of Scotland, Andrew Fisher, late Warder of the Central Prison, Agra, to Margaret Byrne, widow of the late Mr. J. Byrne, R. N.'s 104th Bengal Fusiliers.

HUTCHESON—TAYLOR—April 24th, at the "Memorial" Church, Sealkote, by the Rev. J. P. Lang, Church of Scotland Mission, John Hutcheson, Esq., L. R. C. P., Edinburgh, Medical Missionary, to Margaret Andrew, widow of the late Rev. John Cuyler, Missionary.

DEATH.

GANTZER—April 27th, at Scrampore, by an accidental discharge of his gun, Ernest St. Clair, son of Mr. N. J. Gantzer, aged 18 years 11 months and 14 days.

The Bombay Gazette.

THURSDAY, MAY 4, 1871.

THE current number of the *Calcutta Review* contains a well written, compact and ingenious, but an ill-advised article on the Permanent Settlement. The writer is an educated Bengalee, and deserves great credit for the elaborate piece of special pleading he has produced. He has spared no pains, and, apparently, no research, and he marshals his historical facts and citations with admirable skill. But a mind so acute and informed ought to have seen the essential weakness of the large superstructure which he has built upon a somewhat narrow foundation. He strains his inferences until the argument breaks under the extreme tension; and of course he does not see that the wholesale proposition he lays down endangers the position he has set himself to defend, or he would not have entrenched himself so deeply. Nevertheless, with a breadth and liberality all the more striking because it comes upon the reader by surprise, he foresees not only the justice but the possibility, at some distant day, of setting the assessment aside. Before dealing with his argument on the origin and character of the great measure of Lord Cornwallis, we will, in justice to the writer, quote the remarkable passage with which he winds up his essay—

"As to the doctrine that no Government has power to bind all succeeding Governments, we would simply state that, taken by itself, it furnishes no reason for abrogating a law. It seems to us that a law cannot be altered or abolished simply because the Government which passed it, declared that it would be observed not only by itself but by all those Governments which might succeed it. We can imagine a measure which the Legislature intended to be permanent in its duration and which at the same time is based upon some immutable principle of natural justice. It would certainly be a dangerous mistake to alter or repeal such a law, on the ground that the Government which passed it had no power to bind its successors. On the other hand, we do not hesitate to say that a mere legislative guarantee of permanence is no reason for maintaining a law which has become repugnant to the existing order of things. It must, we think, be conceded by everybody that, if any measure to which a pledge of permanence has been given by any particular Government, requires to be altered or abolished, in consequence of the inevitable wants of society, it would be simply impossible to observe the pledge, because the will of a few men of finite intelligence, possessing only a factitious and conventional authority, cannot withstand the irresistible tide of progress. Lord Cornwallis, indeed, has declared his assessment to be fixed and perpetual; but should that assessment be found to be an obstacle in the way of satisfying the demand of a population of forty millions of men for knowledge and social emancipation, who will not exclaim—Let the assessment be set aside? So long as the permanent settlement does us no injury, it would surely be unjust to call for its abrogation simply because it is a *permanent* settlement. The moment it becomes a national grievance, it will have lived out its normal and legitimate term of existence, and no logic will then be necessary to argue it into death. Whether the permanent settlement *has* become a national evil or not, is a question which it is not for us to discuss in this place. It is a very grave question, and one which cannot be considered too carefully. It has not yet, however, been formally taken up either by the public or by the Government for discussion, and, therefore, no case has been, up to this time, made out for the imposition of taxes upon the zemindars of Bengal."

Upon this passage we have only to observe that the phrase "national grievance" is a phrase and nothing more, for there is no Bengalee nation, any more than there is an Indian nation. The phrase can only mean that the settlement of Bengal may be a grievance to Bengal, a statement we fully admit. But admitting it to be so, the better way of remedying the evil would be to supplement the assessment by other taxes, and not to break faith. If the zemindars themselves demanded a revision of the assessment, then the British Government would be released from its pledges, and a revision might be made without breach of faith. The permanent settlement was not in the nature of an Act of Parliament passed in England by the English people. It was octroyed by a despotic power, and what the Crown has once parted with cannot by the Crown be taken back. Between the Crown and the zemindars the question is simply one of good faith, and we are bound to keep our pact until a fresh arrangement has been come to with the consent of both parties.

But, because, the Government of Lord Cornwallis sanctioned and promulgated a permanent assessment on the land, future Governments are not thereby precluded from levying taxes within the area of the permanent settlement. Whether "a case has been made out for the imposition of taxes on the zemindars of Bengal" is a question we will not now discuss; but we maintain, on the grounds furnished by the Calcutta Reviewer, that the permanent settlement did not swallow up the taxing powers of the Government. The argument of the Reviewer is that it did, and he certainly displays great ingenuity in its support. It is admitted that the object of the permanent settlement was, as its name implies, to put an end to the practice of variable assessments, and to make the landholder secure of this one thing, that his land-tax would be always the same. No demand in future was to be made on the zemindars "for an augmentation of the public amusement in consequence of the improvement of their respective estates." Now, the contention of the Reviewer is that no other demand of any sort or kind, with certain specified exceptions, should ever be made: and he implies that because Lord Cornwallis did not foresee an income-tax and local rates, as we understand them, and include these among the exceptions, therefore these rates and taxes cannot be levied without an infraction of the settlement. Lord Cornwallis, however, although he had the power to make a pact fixing the land assessment, the proportion due to the State from holders of land for holding land, call it what you please, had no power to say that future Governments should not levy taxes beyond and outside of the so-called tax on the holding of land. The Reviewer sees this difficulty, and he meets it by attempting to show that the Government of Lord Cornwallis did contemplate the case of extra levies, and did provide against them. But the language of the Regulations, minutes and proposals cited to prove this view, one and all refer distinctly to the land assessment, and that alone. They were proposals to reserve the right of Government to raise the *assessment* in times of exigency, and levy from the zemindars, by an increase of the assessment, additional contributions to the Exchequer. Lord Cornwallis held that the element of uncertainty thus introduced would vitiate the policy of a settlement styled permanent, and it was this reason that made him resist the proposal of Mr. Law, a proposal quoted by the Reviewer, and on which he relies to make good his case. It was that the land revenue should be "fixed once for ever, *subject only* to a proportionate general addition when required by the exigencies of Government." *What* was to be subject to this general addition? The land revenue. Mr. Shore very justly called this qualification "a subversion of the general principle" of a permanent land assessment. It is the proposal to retain a right of raising the assessment from time to time, which the Reviewer maintains raised the question of subjecting the zemindars of Bengal to "general taxes;" and it is in the substitution of the phrase "general taxes" for "land assessment" that the fallacy of the writer's argument lies. An example of his mode of statement will be found in the following passage. Discussing the clauses of Article VII., Regulation I. of 1793, he says there is nothing in them which is at all capable of being construed into a reservation of "the right of subjecting the zemindars of Bengal to a proportionate general addition [to the land assessment] when required by the exigencies of Government." The words we have enclosed in brackets are absolutely needed to make the sentence truthful and accurate. Mr. Law's proposal was a proportionate general addition to the land assessment, and without these words the passage is nonsense. But to have inserted them would have spoilt the Reviewer's argument. If the zemindars wish to bring the whole question to the simple issue, All or None, we can understand the motive for putting up a very able Baboo to write this excellent but not convincing article. But if they wish to preserve the permanent settlement, then the article and the policy it supports are alike imprudent.

MADRAS expects an ice ship to arrive from Boston in a few days.

THE Viceregal Legislative Council is to hold its next meeting on the 6th inst., at Simla.

THE station of Punchmurree is to be included in the Allahabad Circle of medical superintendence.

CHOLERA has broken out in an alarming manner in Cashmere, and numbers of intending visitors have, owing to this, halted at Murree for the present.

WE learn from the "Pioneer" that Mr. G. Hart will act as Private Secretary to Sir Richard Temple on the return of that eminent Financier from Srinuggur.

The Governor General in Council observes that Nancowry is the well-known and long-used name of the harbour, and accordingly desires that it should be adopted as the name of the new Settlement at the Nicobars.

WE regret to learn from the "Madras Times" that Lieut-Colonel G. G. Pearse, of the Royal Artillery at Cannanore, has met with a sad accident in the racket court of that station, where he was hit by a ball with great force on the left eye. It is feared that the sight of the eye will be affected.

ARCHERY, which since the time of Sir William Gomm has never really flourished in Simla, is now, says the "Pioneer," to be resuscitated. Lady Napier and several other ladies, in co-operation with some active members of the United Service Club, are taking a warm interest in the institution of a toxophilite club.

THE Governor General in Council has directed the insertion in the Covenanted Civil Service Leave Code of the following rule as Rule 3 under Section XII. :—"3. No demand certificates are not required from officers applying for leave." This rule applies generally, except to officers in the Public Works Department.

AT the Calcutta High Court on Friday the Advocate-General applied to have the time allowed to show cause upon the rule *nisi* granted in the case of Ameer Khan, for the removal of the trial from Patna to the High Court, extended to the following Monday. The application was granted by Mr. Justice Phear.

IN conformity with instructions conveyed in a recent despatch from the Secretary of State to the Government of India has (we are informed by the "Indian Daily News") requested the Bombay Government to reduce the expenditure in the Public Works Department in that presidency as much as practicable in the same way as has been done in Bengal, N. W. Provinces, and the Punjaub, and to submit a report on the said reductions, for transmission to the India House. The Government is said to have desired that the subordinate establishment in that department should be reduced with a view to lessen expenditure, and where there are two Divisional Executive Engineers in close proximity to each other, one of them should be abolished, and the two divisions of the Public Works, so situated, should be amalgamated.

THE undermentioned specifications of inventions have been filed, in the office of the Secretary to the Government of India, in the Home Department, and copies sent to the provincial Secretariats :—

No. 512.—Captain Thomas Cloridge Manderson, Her Majesty's Royal Engineers, stationed at Ambala, for an improved method of manufacturing moulds of various sizes and shapes for moulding artificial stones composed of lime, mortar, concrete, beton, earth, &c., suitable for building and architectural purposes.

No. 529.—Mr. William Bull, Civil Engineer, Oudh and Rohilkund Railway, Lucknow, for sinking wells in foundations of bridges to any depth.

No. 532.—Mr. Richard David Sanders, Mechanical Engineer and Deputy Locomotive Superintendent of the Great Indian Peninsula Railway, Bombay, for improvements in railway and other carriages.

No. 534.—Mr. Edward Jones, Engineer, Dharwar, for improved cotton gin.

No. 535—Mr. George Prosser Thomas, Civil Engineer, the Resident Engineer of the East India Railway Company at Jabalpur, in the Central Provinces, and Mr. William Derry, of the same place, a Plate-layer of the said Company, for improvements in the construction of permanent ways of railways, viz., "safety key."

No. 536.—Mr. George Prosser Thomas, Civil Engineer, the Resident Engineer of the East Indian Railway Company at Jabalpur, in the Central Provinces of India, and Mr. William Derry, of the same place, a Plate-layer in the employ of the said Company, for improvements in the construction of permanent ways of railways, viz., "a keyless railway chair" for renewals and new lines.

No. 538.—Mr. William Weir, Engineer, residing at Hampden Terrace, Prospect Hill, Glasgow, Scotland, for compressing cotton, jute, wool, flax, or any other material of a fibrous nature in two or more bales at one and the same time by means of a combination of lever and hydraulic powers.

THE "TIMES OF INDIA" AND KHUTPUT.

THE following *lucid* article—not in leader type—appeared yesterday in the *Times of India*. It is intended as a reply to a few words we published on Tuesday, and it shows that the shot struck between wind and water :—

"Those who constantly affect to see further into a millstone than everybody else, must ever and anon discover wonderful mare's nests. This applies to certain puerile remarks about Baroda affairs, which yesterday our contemporary deemed so smart and sticking as to be worthy of editorial type. The subject-matter was this—in referring to the visit of the Bombay Commissioners to Baroda, we made a passing remark to the effect that it might be a good opportunity to arrange for the final removal from that city and State of one Bhow Sindia, once a confidant of the late Guicowar, a man whose name has ever been connected with all that is troublesome and opposed to improvement in the Baroda State. Not one reader 'in a lakh' could have twisted this passing reference from the plain meaning we have now repeated; and none but a reckless calumniator could have construed this suggestion of deportation into a 'friendly' move towards a man of whom we know little more than the name. But our contemporary, we regret to say, with a weakness which is as pitiful as the malice is patent, must again lower itself by a strained attempt to connect our suggestion—made *currente calamo*—with a stale and blundering calumny invented for its own columns, we know not how long ago. Our contemporary is much more likely than we to know the detailed history of the Baroda character referred to. We are sorry this rebuke should again be necessary, and cannot but think our irascible contemporary would have been better employed in purging himself of the contempt of the High Court in Monday's article, wherein the brilliant discovery is made that the said institution is 'a tribunal appointed solely to pick holes in the work of the Courts beneath it.'

In order to show whether or not we "invented" the apology for Khutput—the "stale and blundering calumny" referred to, we reprint the articles which were published so long ago that our short-memoried contemporary has forgotten them.

I.

(*From the Bombay Gazette*, Feb. 7, 1870.)

We were greatly amused on Saturday by the following apology for "khutput" which appeared in the *Bombay Times* :—

"The Dewanship of Baroda is a question that still remains open, and is affording, we believe, some little perplexity to Government. The Gaekwar will not believe in the guilt of his trusty minister; and it would seem from the report of the Resident, as well as from an investigation made by His Highness, that the attempt to bribe was at once assumed or inferred,—not without good reason; but no proof was forthcoming either at the time of the proffer of money nor since. It is not alleged in the official report or in any other way that the minister preferred any request, or that there was any question pending between the Durbar and the Government that would have suggested the necessity of resorting to a sinister course of action—the Dewan has the reputation of being too wary to act so foolishly. It may, indeed, reasonably be presumed that if he had purposed to gain an object by the circumlocutory way alleged, he had agencies at command by which the attempt could have been made without his himself running any risk of being found out, and incurring all the consequences that have happened. The action of the Resident and the Assistant Resident in the matter must be regarded as unimpeachable; but probably they themselves would admit—if they were not committed as they are—that their action was somewhat precipitate; for it is alleged that time had been given for investigation, it would have been seen that the minister was persuaded—though a man in his position ought to have been above such persuasion—to show a kindness which had been falsely represented to him by his jealous enemies as likely to prove not unacceptable to the individual to whom the kindness was shown. The injudicious attention was. The injudicious attention was shown. The circumstances of this case would hardly merit further attention, but for the difficulties of the situation which have been created by this untoward event. The Gaekwar believes that no culpable motive moved Bhow Scindia; consequently, as His Highness has the absolute right to retain any one he chooses as his minister, Bhow Scindia is maintained—short of any display of actual or intentional rudeness to the British Government—in the high office of Dewan; but he has no intercourse with the Resident."

Is not this a clever bit of special pleading, almost as good as the ingenious articles on the Gondul case, which were easily seen through by those who knew the facts? Here we have the "proffer of money" at Baroda admitted, but it is skilfully suggested that the "proffer of money" was not a bribe, and it is insinuated that the Dewan might have been successful had he really purposed to corrupt anybody, as he had agencies at command for what are amusingly called "circum-*locutory* modes of getting at "people." The action of the Resident and Assistant Resident "is candidly described as "unimpeachable," but, subsequently qualified as "precipitate;" for had time been given it would have been seen that the protégé of our contemporary, Bhow Scindia, was persuaded "to show a kindness"—that is, offer money to an official—which mode of showing kindness had been "falsely represented to him as likely to prove not unacceptable to the individual to whom the *injudicious attention* was shown." Really our native friends are rapidly improving in the selection of euphemistic English! Will our contemporary qualify in the same way similar and more successful acts of "khutput" which, a few months ago, were so ably performed in Bombay about the time that the Gondul folk were here?

II.

(*From the Bombay Gazette*, Feb. 9, 1870.)

Our readers may remember that, on Monday, we reproduced a remarkable apology for "Khutput," which appeared in the *Bombay Times*, that we merely pointed out, in a brief commentary, the variety of euphuisms employed, instead of the plain word, bribe; and that we asked whether our contemporary would qualify, in a similar way, the acts of "Khutput" performed in Bombay when the Gondul folk were here. Our contemporary has done us the favour to publish a rejoinder, which we reprint.

"Our daily contemporary has scarcely had due regard to its own self-respect in admitting a paragraph in yesterday's paper containing unworthy insinuations against us which, as they require no refutation on our behalf, we simply repel—regretting that any one dealing with public questions should stoop to such weapons. The use of an obsolete designation of our paper may be recognised as a 'note' of the outside origin or prompting of the para., which may be admitted as an excuse, though a poor one, for the impropriety. Reference is also made to certain articles of ours of which it is said—'They were easily seen through by those who knew the facts.' We are glad to be assured of this; for while incidentally it is a proof they were sufficiently lucid in style, it also goes to show that the said articles answered the purpose in view. They were intended to promote—through those finally responsible for the public interests concerned—a closer investigation into 'facts' which had been piled up before them in a rather one-sided fashion. In all these matters we endeavour, without fear or favour, to advocate only what is just, and for the public interest; and it is not permissible for our contemporary to insinuate otherwise. Moreover, it will generally be found that time confirms the accuracy of information on which we proceed in dealing with public questions of the kind referred to."

In the first place we may dispose of an erroneous inference by stating that our comments had no "outside origin," except in so far as the extraordinary apology for "khutput" was a fact outside this office. Those comments occurred to us and were written by us without the least communication with anyone that we are aware. In the next place what are the "unworthy insinuations" against which indignant virtue so weakly defends itself? We reprinted the whole of his article, and will print it again if he likes. The public could judge for itself whether that article was or was not an apology for "Khutput." What is the "insinuation" in the following of our contemporary? Will he be more specific? As to the talk about stopping to scatt[illegible]

MILITARY ITEMS.

ENSIGN F. D. RAIKES, 66th Regiment, has been admitted to the Staff Corps, on probation.

The services of Captain J. F. Forbes, Staff Corps, have been placed at the disposal of H. E. the Commander-in-Chief.

Major J. D. Vallance, Madras Staff Corps, has been allowed furlough to Europe for two years, on medical certificate, under the furlough regulations of 1868.

Staff Assistant Surgeon S. T. Girand has been brought on the strength of H. M.'s British Forces in this presidency from the 22nd ult., the date of his arrival at Bombay.

The Standing Medical Committee will assemble at the office of the Deputy Inspector General, B. M. S., Bombay, to-day, at 12 o'clock, to examine Captain H. Beckly, 105th Regiment, and such others officers as may appear before it.

Assistant Apothecary J. Lawrence, No. 111, has been relieved from duty in the Bombay Marine and transferred to the Military Department, and that Hospital Assistant G. T. DeCrus, No. 454, has been appointed for duty in the Bombay Marine.

THE STAFF CORPS.

TO THE OFFICERS OF THE STAFF CORPS.

GENTLEMEN,—An admirably drawn up memorial has been prepared and published for you in the *Bombay Gazette*.

Avail yourselves of it, for I have a pleasing piece of information to give you, which will doubtless give you an appetite for your breakfast.

You have already howled, and not without reason, at the unwarrantable promotions of Morris, Bushe, Edwardes, Fagan & Co. How did the latter obtain his promotion? but by Lynch obtaining his off-reckonings. Now study your Army List, and you will observe that by JANUARY 1874 the Locals will ALL (if I mistake not) be wiped out by being promoted to Lieutenant-Colonels!—doubtless a decided gain to the State in every way—but particularly, in the promise of such marked efficiency, and such experience in the field, as they,

BOMBAY.

POLICE FINES.—Last month nearly Rs. 5,322-12-6 were recovered on account of fines inflicted by the several magistrates of police.

MR. R. B. DUNCAN, Deputy Controller of Public Works Accounts, Bombay, has been appointed to officiate as Controller of Public Works Accounts, Hyderabad, during the absence of Captain Trevor, or until further orders.

LIEUTENANT LE BRETON, officiating Deputy Controller, North-Western Provinces, has been appointed to officiate as Deputy Controller of Public Works Accounts, Bombay, during the absence of Mr. Duncan, or until further orders.

ACCIDENT ON BOARD SHIP.—On Tuesday evening, about 5 o'clock, George Howe, a seaman of the steam ship Trent, whilst working at a steam crane on board, accidentally got his hand jammed. He was removed to the European General Hospital.

THE RECENT MURDER.—Mr. M. G. Ranade, acting third Magistrate of Police, yesterday committed Essoo Shaboodeen for trial at the ensuing Criminal Sessions of the High Court for the murder of one Emamkhan Hoosseinkhan. We have already published full particulars of the case.

A LOAFER.—At the Fort Police Court yesterday, William Cunninghame, a loafer, was charged before Mr. M. G. Ranade with being drunk and disorderly at the Strangers' Home, Colaba, and with assaulting Constable O'Connor. He was adjudged guilty, and sentenced to fifteen days' rigorous imprisonment.

INQUEST.—A coroner's inquest was held yesterday at Sonapoor on the body of Balla Pandoo, a turner. About a fortnight ago as he was sharpening a chisel it struck him between the middle and third finger of the left hand, and he received a slight injury which resulted in tetanus and caused his death.

RUN OVER BY A BUGGY.—Ismail Abdool Rahimon, aged about twelve years, was knocked down on Tuesday by the buggy of one Dossa Mooljee, near the Carnac Bunder Bridge, and was severely injured. He was sent to the Jamsetjee Hospital, and the buggy driver made over to the charge of the police.

RAILWAY OFFENCE.—Damodhur Ragoonath was yesterday charged in the Fort Police Court with giving a wrong description of goods booked by him at Borse Bunder Station, for transmission by rail to Oomrao tee, with intent to defraud the G. I. P. Railway Company. He was convicted and fined by Mr. M. G. Ranade Rs. 10.

SUICIDE.—A coroner's inquest was held yesterday at Newwady, concerning the death of Gopikabace, aged about ninety years. She had been ill for three days, and having been overcome with grief on account of the death of her daughters and grand-daughters had drowned herself in a well. The jury found that she had committed suicide.

THE COLLISION BETWEEN THE MAIL STEAMER POONA AND A COUNTRY CRAFT.—A Marine Court of Enquiry, consisting of Mr. R. H. Showell, Acting Chief Magistrate of Police, and Lieutenant O'Brien Carew, I. N., has met on two occasions in the Fort Police Court, for the purpose of enquiring into the circumstances connected with the collision between the mail steamer Poona and a country craft lying in the fair way when the steamer was proceeding out of the harbour in February last. It however appears that the steamer Poona has left the Bombay station and is not likely to return here, and that the witnesses on board the country craft at the time of the accident have also left Bombay and have not made their appearance in Court. Under these circumstances the Court have reported to Government their inability to proceed with the enquiry.

THE WIDOW MARRIAGE.—In our paragraph yesterday about a widow marriage, the name of the bridegroom should have been given as Madhowdas Raghoonathdas, and that of the bride's late husband as Luckmidas Dhurmsey. This marriage has created quite a sensation in the Bania community. We believe it is the first event of the kind in that class, and there is reason to fear that the married couple will not be very kindly treated by their caste. The bride and bridegroom are of good family and spoken of as intelligent and estimable, and we trust there will be nothing to mar the happiness of their union. There is one consola-

THE HON. F. S. CHAPMAN, Chief Secretary to Government, passed through Poona for Mahableshwur on Friday night last.—*Ibid.*

THE fall of rain in Poona on Monday last was 1 inch 30 cents. There was much lightning, but we have not heard any casualties.—*Deccan Herald*, May 3.

A DISHONEST SERVANT.

JAGOOB JUMALL, a merchant, yesterday appeared before the Acting Chief Magistrate, and obtained a summons against one Bhimia Bhickun, charging him with criminal breach of trust. Complainant said—I am a merchant, and have my place of business in Memonwarh. One Bheemia Bhickun was in my employ for about ten years. His duty was to recover money due to me. About five months ago he left my service without my permission. In consequence of information I received about four days ago, I have reason to believe that the said Bhimia recovered a sum of Rs. 96 from five persons on my account and did not account to me for the same. He has appropriated the said sum of money to his own use, and I believe he is about to abscond from Bombay to his native country. I charge him with criminal breach of trust, and pray that a warrant may be issued for his apprehension, and that he may be dealt with according to law.

THE FATAL ACCIDENT AT THE APOLLO BUNDER.

DR. HEWLETT, Coroner, held an inquest on Tuesday at the Morgue, Camatcepoora, on the body of a European sailor named Charles Moody, who fell from the Apollo Bunder that afternoon and, the tide being out, fractured his neck and died almost immediately. On Tuesday afternoon, deceased with another seaman went to the stand opposite the Post Office, Fort, and engaged a buggy. They were both drunk. Deceased ordered the buggywalla to drive to Duncan Road. When they arrived near the market, deceased's companion told the driver to drive back to Apollo Bunder. They got out of the buggy near the Bunder, and were so drunk that they staggered. They staggered upto the lamppost near the head of the stairs, and the deceased suddenly fell down into the basin, which was dry, as the tide was out. There were no chains along the side of the stairs. Deceased was picked up and put into a buggy and taken to the European General Hospital, but died on the road. The jury found that the deceased's death was caused by an accidental fall from a height, whereby his neck was fractured.

NASSICK.

30TH APRIL.

As mentioned by you, Mr. Coghlan, the Session Judge of this district, arrived here on the 13th inst. He presided at the Quarterly Sessions and tried about 23 cases. There were the following cases sent up by the various full-power magistrates:—1 murder, 5 rape, 1 attempt to murder, 5 false evidence, 2 mischief by fire, 2 robbery, 2 making false complaint, 1 grievous hurt, 2 kidnapping, 1 forgery, &c., &c. Out of the above, 8 or 9 cases were dismissed and the rest resulted in convictions. Mr. Purushram Vishnoo Jogee, the pleader, prosecuted on behalf of the Government. The forgery case was of such a nature that I may say a few words regarding it. For some time past the prisoner (a native) had the belief that by trying to injure his superior officer, who is respected by all, he, the native, would do well. He forged the signature of Colonel Howdon, of the P. W. D. of this place, and for a time thought he was safe. But the eyes of the police were soon upon him; he was watched and apprehended, and on clear evidence was found guilty and punished by Judge Coghlan with three years' rigorous imprisonment.

Judge Coghlan left Nassick about the end of this week.

The people of this zilla are exceedingly sorry that they are about to lose the services of Mr. Hearn, the civil surgeon of this place. It is rumoured that this is because he is now past the age of 55. But he is still healthy and strong, and, what is more, turns out at a moment's notice.

Cholera has appeared in this town, and as our Hoozoor Deputy Magistrate worked so well at Tanna when the epidemic prevailed there, I am sure he (Mr. Plunkett) will not be idle in this town. Already the Municipality under Messrs. Hunter and Plunkett, and the police under Major Stanley-Scott, are working hand in hand to check the spread of the epidemic.

It is to be hoped that the thunder-storms we have had with rain last Friday and Saturday will purify the air. In all I suppose we have had one inch of rain.

The Collector and Magistrate, Mr. Erskine, is expected at head quarters to-morrow.

House accommodation is very scarce. Cannot some speculator come up and build a few huts. If he is moderate in his rent he will in a few years receive cent per cent profit.

Government are building a second traveller's bungalow, and our Local Fund Engineer, Mr. R. P. Sims, is working hard to see it finished in a fortnight.

The temperature here varies from 20° to 30° in 24 hours. The days are hot and the nights very cold.

DISPUTE REGARDING AKOTE COTTON.

THE following judgment was delivered at the High Court by Mr. Justice Bayley on Thursday last, with regard to a suit brought by the firm of Nursey Kessowjee against Messrs. Finlay, Muir & Co.:—

The plaint in this suit, which was filed on the 30th April 1870, stated that the suit was brought to recover the sum of Rs. 11,898, 3 quarters and 63 reas, being the amount of a balance alleged to be remaining due fo damages arising by reason of the breaches of contra thereinafter set forth, after making the allowa therein mentioned, together with interest upon the balance or sum of Rs. 11,898-363 from the 26th ruary 1870 to the day of payment.

The plaint then stated that on the 21st 1870 the plaintiffs bargained and sold to the 185 full-pressed bales of cotton, on a sella bla then lying at the godowns in Bombay of th to be paid for upon delivery at the rate candy, the number of candies to be weighing at the time of such delive defendants then promised to take such with and to make such payments a after the rate aforesaid. That the on the day and year aforesaid began of the said bales, and did actually the defendants, who thereupon by accepting and stamping the whole of the said 185 bal said godown the said 83 rejected and refused and move 102 bales, being to pay for th

Akote, examin partner & Co., trade, acquai mon plai th

bales (the bales being bound round with 15 iron hoops, at an interval of only a few from the other) it is necessary to cut them and have the cotton re-pressed.

Maxwell's statement as to the time of the origin of practice is borne out by the account of the introduction progress of full-pressed and half-pressing of cotton ces given in paragraphs 107 to 110 (both inclusive) of r. Harry-Rivett Carnac's report on the Cotton Department for 1868-69, to which I have already referred.

From the narrative given in those paragraphs it appears that in 1866 when Captain Sherard Osborn, R. N., the then agent of the G. I. P. Railway, and Mr. Cowjery were advocating the system, the Central Provinces and the Berars did not boast of a single press. During the year 1867, 43 half presses were set up. In 1868 the full presses began to work, and that in the year then under Mr. Rivett-Carnac's report (1879-70), there were, he says (para. 108)," in the Central Provinces and the Berars 147 half presses and 23 full presses, or sufficient power to press the whole of our cotton crop."

Mr. Rivett-Carnac states (para. 107) that in the half-pressed bale the cotton is condensed to about 12 lbs. to the cubic foot, and that in the full-pressed bale the density varies from 28 lbs. to 32 lbs. to the cubic foot and he adds that the full pressing the bales had been effected in a remarkable manner during the season then under report, viz., the season of 1868-69, the one before that in which the cotton the subject of the present suit was grown.

That is evident from the statement he gives (paras 109—110) showing the number of full-pressed bales, half-pressed bales and dokras exported from the Central Provinces and the Berars in 1866-67, 1867-68, and 1868-69:—

	Full-pressed.	Half-pressed.	Dokras.
1866-67	5,098	58,184	689,641
1867-68	33,604	147,444	141,811
1868-69	70,503	177,775	74,595

In other words, in 1866 the whole of the cotton from the Central Provinces and the Berars came down to Bombay in loose bags or dokras. In 1867 the system of pressing was commenced, but in that year only 2 per cent. of the crop passed through the full presses. In 1867-68 the proportion of full pressed and half pressed cotton advanced to 17 per cent. and 55½ per cent. of the crop respectively, and in 1868-69, 26 per cent. of the crop went to the full presses, and 66 per cent. to the half presses, making the percentage of pressed cotton to dokras as 92 to 8,—certainly a most marvellous increase, and calculated, I should imagine, to render somewhat uneasy the owners of cotton presses in the city of Bombay.

I now approach the consideration of the main, the vital, question in this suit, viz., what was the real nature of the verbal contract entered into on Monday the 21st February 1870, between the plaintiffs and the defendants?

The plaintiffs' version of that contract was given by three witnesses—Raghowjee, the son of Coorpail, one of the plaintiffs (witness No. 1); Canjee, the son of Khuraj, one of the plaintiffs (witness No. 2); and Gungajull, the son of Passoo, one of the plaintiffs (witness No. 11); and by no others. The remaining plaintiff on the record, Nursey Kessowjee, the co-partner of the other plaintiffs and who apparently gives his name to the firm, and who was stated to be the owner of a wealthy and highly respectable gentleman and Justice of the Peace, Mr. Kessowjee Naik, appears to have taken no part in making the contract, nor is he mentioned by any of the witnesses as having been present at the plaintiffs' jetha or place of business on the Colaba Cotton Green either on the 19th or the 21st February 1870.

The evidence of the three plaintiffs I have mentioned is wholly uncorroborated by any independent or indeed by any testimony whatever, either oral or written. It must rest entirely on its own merits and stand or fall after being contrasted with that given on behalf of the defendants. After a careful consideration of the probabilities of the case and especially after referring to any documentary evidence connected with the subject-matter of the contract upon which the Court considers it can place reliance, it does not appear to me that the conflict of evidence here is anything unusual, or that it is greater than we are accustomed almost to expect in the vast majority of suits which are contested on the Original Side of the High Court of Bombay. No small amount of what the Indian Penal Code calls "false evidence" has in my opinion undoubtedly been given during the progress of the hearing of this suit, but like so much of that description of testimony with which unscrupulous litigants vainly endeavour to blind the eyes of this Court, it is I think to any one accustomed to weigh Indian evidence from an impartial and independent point of view, evidence of a very superficial and transparent character. On the other hand the evidence as to the contract given on behalf of the defendants was given by their first witness, Mr. Ewing, their assistant whose character and antecedents I have already noticed; by their second witness, Mr. Ward, a gentleman who was born at Poona, an assistant in the defendant's firm, having been in their office seven years, and for the last five years in the cotton department of the firm and for the last four in the selecting department, and who, as indeed was the case, with all the other witnesses called on behalf of the defendants, was utterly unshaken by the vigorous cross-examination of Mr. Anstey, a witness who I considered at the time was a most trustworthy one, and who was moreover extremely intelligent, of which I made a note in my note book at the close of his

by Ragowjee, and is quite sure he heard the expression "Akhoo" (meaning in Gujerathi the "whole"), "lot of Akote cotton," and, upon my reminding the witness that Ragowjee stated he had never at any time used the word Akote to the plaintiffs' people, he said, "But I am relating what actually took place," a statement which I believe to be true.

The plaintiffs deny that any such interview took place at all, and they likewise deny that the word "Akote" was used by them. Have the defendants and their witnesses basely invented this interview for the purposes of their case or not? If the interview really took place, and in my opinion it clearly did, why then the plaintiffs have deliberately and fraudulently suppressed the truth with regard to what passed on the afternoon of that Saturday, and have not, as they solemnly affirmed in the presence of Almighty God, that they would do, stated the whole truth, and nothing but the truth. No terms being come to, the plaintiffs asking Rs. 294 per candy for the Akote lot, and, the defendants' party offering only Rs. 292, the latter left the plaintiffs' jetha.

We now approach very near the time of the making of the contract. On Monday, the 21st February, between 8 and 9 a.m., Mr. Ward again went to the plaintiffs' jetha in company with Mr. Anderson, one of the defendants, Gopal, the broker, and some of their muccadum's men whose names Mr. Ward could not recollect. Mr. Anderson says he went in consequence of a communication made to him by Mr. Ewing on the previous Saturday. Mr. Ewing did not accompany the party on the Monday morning.

Mr. Anderson says that they went to the lot of cotton which Canjee had pointed out to Mr. Ewing on the previous Saturday. Canjee pointed out the lot to Mr. Anderson, Mr. Ward, and Gopal. Mr. Anderson says he saw a burst bale lying aside the lot which he and those with him examined. Canjee took them up to that bale as representing the lot. Mr. Anderson says he formed an opinion as to the contents of that burst bale. It was Akote cotton, the same as Canjee then described to him. Then, says Mr. Anderson, Canjee described the lot to be Akote. Mr. Anderson stated that he considered that in February 1870, he could distinguish between Akote and other cotton. That for the last five years he had been during the season daily on the Bombay Cotton Green, that is, until he went to Calcutta about six months ago. That after examining the burst bale they got on the top of the bales, looked at the railway marks, and round the sides at such of the press marks as were visible. They also tried if they could not get a little cotton out of the tops of the bales, but what they got was only as much as could be held between the finger and thumb being so hard screwed.

Mr. Ward's evidence on this point is to the same effect, and I quote his own words—"Mr. Anderson asked where the lot of Akote cotton was we were in treaty for; we were shown the same pile. After we had been shown the pile and this burst bale, we instructed Gopal to arrange about the price. Mr. Anderson and I got on the pile. We endeavoured to draw samples out of the bales, but the cotton was so tightly pressed it was impossible to draw any samples. We did not cut open any of the bales. Supposing a full-pressed bale not to be cut, you can hardly get out half an ounce of cotton. You can form no opinion whatever as to the quality of the cotton from such a sample. We looked this time at the contents of the burst bale. I formed the same opinion as the quality of the cotton as I had on Saturday, viz., that it was Akote, *i. e.*, from the district of Akote, and of the best quality.

Chuttoorbhoj Pitamber, the defendants' cotton selector, who was at the jetha on the occasion of the second visit on the Saturday (but not there on the Monday), gave evidence on this point in the following words—"A burst bale of Akote cotton which was lying there was shown. We all examined the cotton in the burst bale. I was Akote cotton. I have had much experience in examining cotton, ten or twelve years experience. I know Khangaoh cotton from Akote when I see it."

Gopal Callidass, the broker, had nothing to do with the selection or examination of the cotton. He says that on the Saturday afternoon "we examined cotton from the burst bale; the others examined. It was no part of my duty to do so." And in speaking of what took place in his presence on the Monday, he says, "Mr. Anderson and Mr. Ward both examined the cotton in the burst bale."

Gopal's duties were confined to endeavouring to get the contract made on the most advantageous terms he could for his employers; and to borrow the impression of the cotton from Mr. Anderson, who so ably conducted the case on behalf of the defendant) to "higgling" and to settling the price under the cloth with Ragowjee.

Mr. Anderson's account of the real nature of the contract is entirely corroborated by the following evidence of Mr. Ward, and I quote the latter's words so far as the burst bale was concerned. The samples from the other bales were of no use whatever to lead us to a conclusion as to the quality of the cotton. The burst bale was of superior cotton. We agreed to take the 185 bales, provided the bale which was to be opened turned out to be equal to the cotton in the burst bale." And at the close of his examination, in answer to questions put by the Court, he said—"So far as I knew and saw this was not a Sella Bhella contract. It was not, because the arrangement was that if the cotton turned out equal to the bale to be opened the cotton turned out equal to the bale to be opened at the screws the contract was to be closed on that understanding. The contract was conditional on those terms, and was not to be absolute except on those terms. I say that was the contract from my recollection of the bargaining at the jetha, and from a memorandum made in my book by Mr. Anderson on the spot. I am positive that being the nature of the contract. The contract was to be closed if the cotton in the bale to be opened at the screws was equal to the cotton in the burst bale at the jetha.

That the defendants agreed to purchase Akote cotton, and nothing but Akote cotton, is borne out by the remaining two portions of documentary evidence I have already alluded to, viz., two entries made on the same day, one by Mr. Ward between 11 and 12 a.m. in the cotton contract book of the defendants after his return from the plaintiffs' jetha, the other by Gopal, the broker, in his dealer's sale book, and not as a fair and honest sample of the entire lot.

In the view which I have formed of the evidence it becomes unnecessary to notice many subordinate points which were relied on by the learned counsel at the hearing. The correspondence at once takes up the positions which the parties have respectfully maintained throughout. Equally unnecessary will it be to notice the very numerous English authorities which were cited by Mr. Anstey and Mr. Latham on behalf of their respective clients. The cases of Logan *vs.* Le Mesurier and others, 6 Moore P. C., Cases 116; and Azemar *vs.* Casella, Law Moore P. C., Cases 116; and Azemar *vs.* Casella, Law Rep., 2, P. C. p. 431; and in the Ex-Chancellor's Chambers, p. 677, are, I think, the nearest in principle to the present case.

In Azemar *vs.* Casella, Mr. Justice Willes addressing Sir George Rouymun, the counsel for the plaintiff, (who had brought his action for an alleged breach of contract for the purchase of 123 bales of Madras cotton, called "Long Staple Salem" cotton), said, "According to your argument if I contract for wine to be shipped from Bordeaux warranted equal to sample, and the sample being Chateau Yquem, the bulk when tendered proves an inferior Medoc, I am bound to accept it."

So I imagine that no one would seriously contend, certainly not Mr. Anstey if he was the purchaser, that a contract for the sale of six dozen of Clos de Vougeot, the product of the choicest vineyard of that part of France which formed the ancient province of Burgundy, would be satisfied by delivering the wines known as Pomard, or Nuits, choice though they undoubtedly are Macon or Beune, all of which are grown in the Burgundy districts, and are known in the English market as Burgundy. The foundation of this contract was that the cotton was Akote. The cotton was sold upon a representation, in my opinion false to the knowledge of the plaintiffs, that the cotton in all the bales was Akote, and of the description of that in the burst bale. If the additional condition or stipulation by which the defendants sought to protect themselves had

DISCOVERY OF SCULPTURES AT TAKHT-I-BAHI ON THE FRONTIER.

THE following interesting article appeared lately in *Indian Public Opinion*. We have been shown copies of Urdu papers containing engravings of the figures referred to:—

In spite of the success of Dr. Bellew at Sahr-i-Balol and other places in Yusufzai—a success attested by his remarkable collection at the Lahore Museum—the neighbouring Takht-i-Bahi (near Hotimurdan) had never been properly explored. Dr. Leitner, during a short visit of two days during the last Christmas vacation, had the singular good fortune to hit upon a mine of sculptures, which has since proved a very rich one, and from which some really good things have been excavated. Dr. Leitner, however, was unable to benefit by his luck, as he had to hurry back to Lahore. The Government, we are glad to hear, has since despatched a party of sappers, who are digging all over the place, a thing Government ought to have done long ago. We trust, however, that the exploration will be carried on in a systematic manner. The following is the account of the discovery placed at our disposal by Dr. Leitner, which may perhaps interest some of our readers:—

"I had often thought of a visit to these ruins, and, although told of the failure of previous visitors, I derived some hope from Dr. Bellew's remarks (page 131 of his 'Yusufzai') and from his success in the excava-

accompanied by Samundar Khan, Jaymulla, and Kale Khan, sipahi of the 2nd company of the Guides, whom Major Jenkins, of Hoti Murdan, had kindly placed at my disposal. Four coolies, headed by Niaz Beg and Hazret Shah, calling themselves Mohmand zemindars of Sahr-i-Balol, were also present on that occasion.

"Starting at once for the Takht-i-Padishah,—the ruins on the extreme west which overlooked the dead city—I gradually worked my way back to the centre of the town, ascending and descending, as the case might be, every one of the intervening ridges and examining, as far as possible, every one of the structures on our way.

"Even this preliminary search was sufficiently remunerative. By twelve o'clock we had found twenty-five fragments, chiefly of slate, representing portions of the human body, religious and other processions, architectural carvings, &c., whilst in a spot where Dr. Bellew had left a heap of fragments, was discovered, close to the surface, the headless trunk of a very large statue with most artistic drapery. The most prolific parts of the city were at the bottom of the hollows between the ridges, for to it, in course of time, any detached portion of a building was, of course, likely to be drifted. These hollows, therefore, received our first attention.

"On taking, however, a general view of the city with principal reference to its eastern side, and reflecting on the probable cause of the comparative failure of previous explorations, it occurred to me that *sufficient allowance had not been made for the falling in of roofs and of the highest portions of the walls.* These would naturally fill the roads. They were unlikely to have much carving bestowed on them, and idols were unlikely to be placed, almost out of reach and sight, at the top of houses. Any amount of search by visitors among the débris of roofs or in streets was, therefore, unlikely to yield much.

"Disregarding therefore—for the present—what I conjecture to have been the main thoroughfare and the 'piazza,' we devoted ourselves to what was clearly the inside of houses, and presuming the most inaccessible edifice to be the temple, we began to dig, after removing the slates obstructing the way, at the third house in the second line on the extreme east of the city. Half a foot below the surface we came to a circular slab, under which a female statue was found. Another slab, with broad lines, concealed the figure of a warrior, whilst a third with numerous and narrow lines covered a carved group of boys. Then, as we dug on, we found more and more. At last, the approaching darkness of the evening put an end to our search, which was resumed next day with equally satisfactory results. I was, however, obliged to return on the third day to Lahore, but I made arrangements for continuing the search in the above row. Major Jenkins has also very kindly promised to send me a sketch of the Takht-i-Bahi ruins, on which I proposed to mark the places which should, in my humble opinion, be dug up, for the consideration of Government.

"Two facts, which you must take for what they are worth, seem to me to deserve a little notice, as they established a coincidence, with certain 'Dardu discoveries.

"The King of Takht-i-Bahi, an idolator, had a beautiful daughter. Mahmud (of Ghazni) had established his seat at Kanigatt, and with him the princess fell in love. He availed himself of this attachment to induce her betray her father. This led to the conquest of Takht-i-Bahi and the abolition of idolatry, but Mahmud, fearing that the traitor might prove equally false to him, exposed her on the highest rock at Kanigatt, where, so runs the legend, the rays of the sun melted her delicate body.

"The Gilgit, Azru, the youngest of three fairy-brothers, becomes a human being by eating meat (incarnation) and kills the tyrant of that region by throwing brands of fire upon him, under which he melts, as his soul is made of snow. This tyrant, called Shiribadatt, had a daughter who fell in love with Azru, and was the means of betraying her father (who occupied an impregnable castle) into her lover's hands. Azru, on ascending the throne, also seems to have established a new religion, for he abolished the human sacrifice which had been offered to to the demon Shiribadatt, and substituted for it the annual sacrifice of a sheep from each of the Gilgit inhabitants.

"The second fact refers to the construction of the houses which is similar to that adopted, in many instances, in Gilgit. As Dr. Bellew says (page 124 of his 'Yusufzai') 'most of the houses consist of only two rooms, one above the other,' 'the upper being reached from the outside by a flightof stone steps built up with the wall.' Others are 'in the form of quadrangles with rooms along each side into a central court-yard.'

"I need scarcely add that I draw no inference from these coincidences at present.

"With regard to the statues they appear to me to be Greco-Indian and Buddhistic. Should I find the necessary leisure to compare them with others of a similar character, I may venture to express an opinion regarding them. In the meanwhile, it is satisfactory that the Government have sent out a party of sappers, and it is, in the interests of science, to be hoped that the announcement made in the following extract from a letter received from a frontier archæologist, may prove correct:—'I hear that the mine you discovered on Takht-i-Bahi has proved a very rich one, and that some really good sculptures have been excavated from it. I should be glad to hear that you meant to carry on the exploration. I am persuaded that there are many other places in the Yusufzai district equally rich in these remains.'"

We trust that the last sentence will induce the Archæological Survey to devote themselves to the Yusufzai district early next cold weather when, it is said, their operations will begin.

or of any and what part thereof?

7. Whether the plaintiffs are entitled to recover more than the sum of Rs. 3,284-14-5 brought into Court?

The hearing of the suit during which 25 witnesses were examined, viz., 14 for the plaintiffs and 11 for the defendants, occupied this Court during nine days in March last, and two, the first and third days in the present month of April, on which last day the Court reserved its judgment.

The plaintiffs are Hindoo merchants of Bombay, residing at Mandvi Bunder, in the native town, and constitute a firm which act as muccadums of the well known and eminent mercantile house in Bombay of Messrs. Nicol and Co., and in such capacity take charge of their cotton after the purchase and get it pressed and shipped. The plaintiffs' firm has been carrying on business in cotton for many years, and are large dealers in Berar cotton.

The defendants' firm, which appears to be comprised exclusively of Europeans, was established in 1862, under the name of Finlay, Clark, and Co., and carries on business in Glasgow and Liverpool as well as in Bombay. The main contest between the parties in this suit being as to the true nature of a verbal contract entered into by the plaintiffs and defendants in person on the morning of Monday, the 21st February 1870, on the Cotton Green at Colabe, on the verge of the Bombay Esplanade, whether as the plaintiffs assert it was a sella bhella contract for 185 up country full-pressed bales of cotton then and there lying at the plaintiffs' jetha or depôt on the Cotton Green, or whether, as the defendants allege, it was a contract for the said 185 bales then described as received, represented to contain Akote cotton grown in the district of Akote in the Berars, such contract moreover being conditional upon the bales, when tested by a sample bale to be afterwards selected from the parcel to a burst bale that was then and there lying open before the parties at the plaintiffs' jetha, and which was stated to represent the lot—it may, I think, tend to elucidate the points at issue if I make a few general remarks in the first place upon Akote and the cotton district in which it is grown, and then consider what accordingly to the evidence Akote cotton really was and what it was generally considered to be in the Bombay market in February 1870.

The great cotton-producing valley of the Berars, upward of fifty miles broad, is drained by the river Poornah, which runs nearly along the centre of the valley in a westerly direction until it falls into the river Taptee, about 25 miles above and to the east of Bhosawul. The valley is likewise traversed by the Nagpoor extension of the G. I. P. Railway, which branches off at Bhosawul in Khandeish in an easterly direction, and runs nearly parallel to but a little to the south of the river Poornah.

To any one who like myself has travelled in the day time along that railway, the Sauthpoora Hills which form the northern boundary of the valley rising from 2,200 to 3,000 feet above it, and the hills which form the southern boundary, the elevation of which does not exceed 800 feet at any point, are a you enter the Berars from Bhosawul, *i. e.*, from the westerly side, distinctly visible, but after some time and as you journey eastward the valley opens out and the distant hills, those at least to the north, gradually recede and presently altogether disappear from view.

By section 11 of the Indian Evidence Act II. of 1855, all Courts may on matters of public history, literature, science or art refer for the purposes of evidence to such published books, maps, or charts as such Courts shall consider to be of authority on the subject to which they relate.

Captain Low, Taylor, C. S. I., who for many years did so much in the Berars to improve the cultivation of cotton, in a paper read before the Royal Asiatic Society of London, extracts from which are quoted by Mr. Harry Rivett-Carnac of the Bengal Civil Service, the Cotton Commissioner for the Central Provinces and the Berars, at para. 16 of his very elaborate report on the Cotton Cultivation of the year 1868-69, dated the 1st August 1869, in 193 paragraphs, submitted by him to the Resident at Hyderabad and accompanied by several maps and appendices, and printed in Bombay in 1869, a copy of which report has been lent to me by the Secretary of the Bombay Chamber of Commerce, thus described the cotton valley in which Akote is situated:—

"The valley between these ranges, *i. e.*, the Sauthpoora Hills forming the northern and the other hills forming the southern boundaries of the valley, has a very rich soil of great depth. Towards the hills on both sides it becomes shallower and rests upon the basalt which here and there crops out above the surface, but towards the centre of the valley the soil whatever is met with and on the banks of the Poornah river show escarpments of pure black soil of from 30 to 50 feet deep, while in the salt wells of Dehunda nothing but black earth and yellowish clay is met with to a depth of 120 feet.

"The whole of the valley is available for cotton cultivation, although the soil towards the hills on both sides is gravelly, occasionally even stoney, yet the crops of cotton are as fine, if not finer, than those on purely black soil in the centre of the valley, but the gravelly soils require a different species of cotton which has not quite so high a value as that grown upon the purely black soil, though, if the season be favourable, as to rain, the produce is much larger."

Akote is a town in this great Berar cotton-producing valley, about 45 miles west-north-west of Oomrawtee as appears from the map of the Great Trigonometrical Survey of India, scale 4 miles to an inch, sheet No. 54, published in London by the East India Company. The town lies nearly, or rather a little to the north of, midway between the river Poornah on the south and the Sauthpoora range on the north, whilst Oomrawtee lies considerably to the east of that river. Khangaon lies south of the river Poornah and of the G. I. P. Railway, and at a distance of about 50 miles west south-west of

trade in Bombay, competent for a purchaser to demand Akote, *i. e.*, cotton from the neighbourhood of which Akote is the centre.

Raghowjee, one of the plaintiffs and the first witness examined at the hearing, said at the commencement of his examination-in-chief that *he knew Akote cotton.* It was the best kind of Berar cotton, and commanded the highest price.

Evidence to the same effect was given on behalf of the defendants by three very intelligent witnesses, viz., Mr. Ewing, Mr. Booth, and Mr. Bythell.

Mr. Ewing, who was and had been for nearly 3½ years an assistant in the defendants' firm, and whose attention had been entirely confined to cotton, said that in February 1870 Akote cotton was much brighter and freer from black leaf and from damage by rain. That heavy rains had fallen in the Khangaon districts which made the Akote cotton better than the Khangaon. When he used the expression "Akote" he meant cotton from the Akote district. That "Oomraotee-Akote" meant the best selection from the Berars, and that he agreed with Mr. Oldfield that last year was the first in which there was a distinction in the Bombay market between Akote and Oomraotee-Akote, and that such distinction obtain by reason of the Akote district being free from rain which fell in other districts. He also said that Akote cotton in February 1870 bore the mark H in a circle, the despatching mark of the Sheagaum Railway station.

Mr. Booth (witness No. 24), who appeared to me to be an unusually intelligent witness, was and had been an agent in the Berars for four seasons, and was well acquainted with the different growths of the Berar cotton in the season of 1869-70. He said as follows—"That season there was a very considerable difference between Akote and Khangaon cotton. There was a great deal of unusual rain that season in the Khangaon district, which discoloured the leaf and turned it black. The same causes operated very slightly in the Akote district. I should think that in that year there would be not the slightest difficulty in distinguishing between Akote and Khangaon cotton. The Akote cotton would be brighter in appearance and different in staple and in the growth of leaf. In consequence of the differnces I have spoken of between Akote and Khangaon cotton, the Akote would be the more valuable. In February 1870 Akote cotton meant cotton from the Akote district. There is a difference in description and quality between Akote and Oomraotee cotton. I remember that season which came from the Akote districts was the best that came from the Berars. All the Berar cotton, except Akote, was damaged by rain last year. Before 1869-70 there was not that I am aware of any difference between cotton from the Akote district and the other districts—Akote was the chief cotton which went to Sheagaum."

Mr. Bythell (witness No. 25), who likewise appeared to be an extremely intelligent witness, was and is a partner in the firm of Gaddum &Co. He said he had been in Bombay six or seven years, and had been out in the Berars for seven nearly daily during those seasons. In 1869-70 his firm had large dealings in cotton, and he believed they were the largest shippers to England, one broker alone having bought for his firm 30,000 or 40,000 bales in that year. Mr. Bythell stated that he was on the Bombay Cotton Green every day in February 1870, except Sundays. He said that in February 1870 Akote cotton was known to be the best cotton in the Berars, and was sold in the Bombay market as Akote. That it was the first year in which contracts had been signed for Akote only. That the difference in February 1870 between the cotton grown in the Akote and Khangaon districts was a difference in description and quality. That the Khangaon cotton that he saw in the Bombay market in that month was much more damaged by rain than he Akote. It was stained in the colour and the leaf was very black, and that in February 1870 if he bought Akote he would require Akote only.

Chuttoorbhoj Pitamber, the defendants' cotton selector, and a Brahmin (witness No. 17,) stated that there was, even ordinarily speaking, a marked difference between Akote cotton and Khangaon cotton. That Akote cotton was cleaner, of white colour, the fibre was long but harsh and easily broken. That the colour of Khangaon cotton was not so bright as Akote, that the fibre was long and soft. The fibre was not longer but softer than Akote. That he had had 10 or 12 years' experience in examining cotton, and that he knew Khangaon cotton from Akote when he saw it.

Mr. Ward (witness No. 16), who for the last four years has been in the Cotton Selecting Department of the defendant's firm said—"Akote means cotton grown in that district, good or bad, according to the crop. I should know cotton from the Akote district at once and without reference to any marks. I should know it by its staple, colour, and general feel. It has a rough feel."

This evidence leads, I think, irresistibly to the conclusion that in February 1870, the date of the contract in dispute, Akote cotton was different in description and in quality from Khangaon cotton, that it was well known in the Berars and in Bombay to be the best of that season's growth, as it had escaped the rain which had recently fallen and damaged the cotton growing in the other districts of the great Berar valley, and that it was called and changed hands as an article of commerce in the Bombay market under the name of Akote cotton, by which was meant and understood cotton which had been grown in the Akote district.

A few remarks may here be not out of place as to the full pressing of cotton bales up country.

It was admitted that all the 185 bales were full-pressed bales, and had been so full-pressed in the Berars.

Mr. Hamilton Maxwell said that it was the usual practice in Bombay to inspect cotton before you bought it. That it had been the practice for about five years to full press cotton in the mofussil, and had to examine

Gopal Callidass, the broker, a partner in the firm of Vunmallee Dyall, which firm acts as brokers to the defendants' firm as well as to Messrs. Nicol & Co., David Sassoon & Co., and other firms of high repute in Bombay.

In addition to the clear and unhesitating oral testimony given by these five persons as to what passed and took place before and at the time the contract was made, there are three very important pieces of documentary evidence corroborating, in my opinion, most strongly the version of the contract given by the defendants' witnesses and the authenticity of which documentary evidence was not, I think, attempted to be disputed, nor indeed so far as my memory serves me were any comments or remarks made upon such evidence in the course of the lengthened reply of the learned counsel for the plaintiffs.

Referring as I do that the true account of the contract has been given by the defendants' witnesses, I will state as briefly as the nature of the case permits me what I consider, upon a review of the evidence, the contract really was.

The defendants were buying cotton under orders from their employers in Great Britain. Negotiations to ship to Liverpool between the defendants' firm and the plaintiffs commenced, I consider, on the Saturday (19th February 1870.) I entertain no doubt upon the evidence that the plaintiffs knew as well as the defendants what Akote cotton really was; that it was cotton grown in the Akote district, that it was different in description and quality from that grown in the Khangaon district, that it had escaped the untimely rain which had fallen in the other districts in the great Berar valley, and that it then was the very best description of Berar cotton, and commanded, and deservedly so, the highest price in the Bombay market.

I am of opinion that Mr. Ward went on the 19th twice to the plaintiffs' jetha at Colaba. On his first visit about half-past 8 a.m., which he says was by himself, I believe he saw the plaintiff, Canjee, and, as Mr. Ward says, that Canjee took him to a pile of cotton, full-pressed, one of which had several of the hoops broken off, and that Canjee drew a sample out of that bale, and said, "I have Akote cotton, what do you think of it?" Mr. Ward also drew a sample from the same bale, and found it to be good Akote cotton. He told Canjee that he would probably call again in the course of the day. Canjee in his evidence admits that an European gentleman came on that morning to the jetha and conversed with him about the cotton b

been fulfilled, viz., that the bale to be opened was equal to the sample bale shown, the sale would have become an absolute sale, but as it was not, as the cotton delivered turned out to be something different from what they had agreed to purchase, the defendants in whose favour and for whose protection such condition or stipulation was imposed are entitled to repudiate the contract.

Of the 185 bales only 23 contained Akote cotton, and in respect of those 23 bales, which alone the defendants could be called upon to accept, they have brought into Court Rs. 3,284-14-5, the purchase-money thereof, with interest to the 18th July 1870, the day on which the written statement was filed, and I consider that they are not liable to pay more in respect of their contract with the plaintiffs.

I therefore proceed to record my finding upon the issues as follows :—

I find on issue 1 that the defendants did not contract to purchase from the plaintiffs any cotton other than Akote cotton. Upon issue 2 I record no finding, the contract mentioned in the plaint not being, in my opinion, the one which the defendants entered into. I find on issue 3 that the plaintiffs warranted the 185 bales of cotton in the plaint mentioned to contain Akote cotton only. 4. That it was a condition of the contract that the cotton was Akote cotton. 5. That the defendants did not contract in manner and form as in the plaint alleged. 6. That the defendants by their conduct have not precluded themselves from objecting to the description or quality of the cotton bargained and sold, except as to 23 of the said bales and in respect of which the defendants have paid the price thereof into Court. 7. That the plaintiffs are not entitled to recover more than the sum of Rs. 3,284-14-5 brought into Court. And I pass a decree in favour of the defendants, with costs.

MAHABLESHWUR.

(*Poona Observer*, April 30.)

We have been having rather unusual weather up here, and were it not that the storm and rain came from the wrong quarter—the eastward—it might be mistaken for the coming in somewhat early of the S. W. monsoon, for at 11 A.M. yesterday the whole zenith became covered with dark lowering clouds, and for several hours after a thunder storm raged, accompanied with a downpour of rain, and so it continued, but considerably less for the remainder of the afternoon till about sun-down, when Sol in all his refulgency burst out, and lighted up hill and dale with a magnificent brilliancy as is only to be seen on like occasions, on these hills, to be admired. On Friday afternoon, too, about 2 o'clock, we had some thundering, and a slight dropping of rain. This morning it is charmingly beautiful.

The monotony of the station during the past fortnight has been much enlivened by the Governor's band, which plays twice a week at the Bombay and Sassoon Points, and by a pic-nic which was given by Lady Spencer last Thursday at Arthur's Seat. His Excellency the Governor is still a-coming, and a dak has been laid for him for the last five or six days at Mhar. Apropos of this route, a new road, with an easy gradient for carriages, &c., from here over the ghauts to Palladpore is now in progress by the P. W. D., but as the money will only be given by annual grants, it will take years to complete. Our church, at last, is going to get rid of its uncommonly plain glass window in the chancel, and another of a more elegant design, with beautiful stained glass (that have just been received from England) is to take its place. I continue the list of arrivals since the 20th instant :—

Professor and Mrs. F. J. Candy,—Malcolm Cottage.
Major Mallaby,—No. 8 Bungalow.
Miss Dunsterville,—Glen Ogle.
Captain C. Grant, Sanatarium—Mr. Dickson, 49th Regiment, ditto.
Mr. and Mrs. R. Crawford,—Clifton House.
Lieutenant Gerbury, R.A.,—Sanitarium.
Mr. and Mrs. H. Jacob,—Prospect Cottage.
Major Wakefield, 83rd Regt.,—Bohemia.
Colonel Burrows,—Victoria Cottage.
Major Woodcock,—Alfred Cottage.
Mr. and Mrs. Scoble and Miss Stainburn,—Clifton Lodge.
The Rajah of Bhore, in his own property,—The Briars.
The Junkhundee Rajah has taken the Albania, and is expected up shortly. Sir Jamsetjee Jejeebhoy, I am told, is enquiring for a house, and if he succeeds in getting one will come up for a few weeks.

PASSENGERS LEAVING MADRAS.

The P. & O. Co. took the following passengers from Madras on the 30th ult. :—

From Madras to Southampton—Colonel C A Orr, Captain and Mrs W H Eccles, Miss Broughton and infant, Rev Mr Macdonald, Mrs and Miss Macdonald, Mr R B Webster, Mrs Webster, 3 children, infant and European servant, Mr P A Pinnell, Lieutenant Little, Mr J W Spencer, Mrs Orr, 2 infants, and Master Gray, Captain G H Tillard, Lieutenant Campbell Walker, Mr Thomas Pearson, Mr W Rhodes, Mrs F Hodges, Captain Wilmot, 2 children.

From Madras to Brindisi—Mr W T Blair, Mr F H Woodroffe, Mrs Woodroffe, child, infant and European servant, and Captain G R Gibbs.

From Madras to Singapore—Captain and Mrs McInroy and infant, Colonel Haultain.

DICTA FROM THE DITCH.

Calcutta, 28th April 1871.

I left off my last letter to go to the Social Science Meeting, and it was my intention to-day to have given you a detailed account of that delightful gathering, but on sitting down to write to you, my eye glances at the thermometer on the wall opposite, and that indicates so high a figure that I feel it would be editor-slaughter on my part were I to hurl so heavy a missile, as such a report would be, at your innocent head. Sir, the temperature has saved you, but it did not save me last week from enduring, oh! such terrible dreary talk. An essay by Mr. Robert Knight of the *Indian Economist*, published in Bombay, but dated from Calcutta, was never the liveliest thing in literature, but the paper written by him for the Social Science Meeting and read by a gentleman who was heroic enough to undertake the task! I hope that that gentleman's endurance was its own reward, for I must say that if his sufferings in reading were at all approximate to mine in listening, they were great indeed. Why do people go to Social Science Meetings? I suppose the vanity which underlies all human actions has much to do with their motives. Being seen at such a place gives you a sort of reputation of being learned or fond of learning, and you stand well in the eyes of Mrs. Grundy accordingly. Douglas Jerrold, in his essay on the "Philosophy of Borrowing," advises the borrower of books to borrow frequently a deep or mysterious volume. It may be written in Coptic or in Chimpanzee—a language which Dr. Darwin may at present be studying, but Jerrold's advice is to borrow. For he wisely adds, the very fact of your borrowing so mysterious a volume gives you a sort of literary dignity in the eyes of the lender. He puts you down as a deep fellow. I suspect it must be something of this kind of feeling that attracts men to Social Science gatherings. I was greatly surprised once to meet, after an absence of some time, a legal friend of mine coming out of church. I had never known him guilty of such a thing before. He was a heathen when I knew him in the Temple, and even my example had no perceptible effect upon his evil habit of never going to church. But on the day I refer to, there he was clothed like a Christian Philistine, sedate looking, book in hand, and reverential in demeanour. He saw my surprise, and hastened to explain his own metamorphes. "D——n it, Mudlark," said he, "they've made me a Recorder, and an example must be set for the juniors—devilled lobster and whist as usual at my room, but not till after evening service." I need not say that I do not eat devilled lobsters and play whist on Sundays, and therefore did not go. My friend was a martyr to respectability in his own mind, just as many who go in for Social Science are martyrs to the world's good opinion. I go because I am obliged to go, I am there on duty,—"a chiel amang them takin' notes," but I ask myself what brings Smith there. I know Smith to be an ass, not to be matched in the whole donkey creation, to which as a Darwinian I can see he belongs from the length and pointedness of his ears, and the uneasy way in which he sits on his chair as if he were feeling for his tail, had I not stronger confirmatory evidence from personal acquaintance with him. I am as convinced as I am of the heat of the weather that an intellectual thought never enters the dusty chambers of his brain, and that he is as happy and contented in his stupidity as the many to whom ignorance is bliss. Yet here he is at the Social Science Meeting in a prominent place, apparently deeply absorbed in the proceedings, and listening as if he really understood them. I know he does it for Mrs. Grundy's sake only, but I talk learned jargon to him when we meet, and give him to understand that such an assembly was just the place where I expected to meet him, for Smith gives good dinners, and his Ruinart with the green seal, I find, agrees excellently with my interior economy. But if I can find a reason for Smith going in for mental improvement, I am puzzled to find one for ladies doing the same. Yet the darlings do go, and sit out the twaddle and the temperature with all the fortitude of ministering angels as they are. Surely they want no improvement, mental or moral. I can understand their presence in church crowned with

"Dainty—dainty bonnets with flowers of myriad dyes,
While the Curate he intoneth—but none have thought of prayer,
'Midst the rustling of the crinoline,' the flashing of the eye."

But at a Science Meeting why should I meet them? I know that the two sweet faces that are beaming on the reader of the weary paper on Decentralization belong to two charming girls, who, like the late Lord G——'s daughters, as described by his chaplain with whom they were supposed to read Ancient History, "never got further in the history of Rome than Romulus and Remus, and right sorry they were that the wolf hadn't eaten both Romulus and Remus, so that there might have been no history of Rome." Yet there they are with thoughts apparently concentrated on decentralization, instead of, as I should wish, on me, who am forgetting my notes, "drinking draughts of beauty in." It is the presence of these dear creatures, and such as my friend Smith, that I should like to hear discussed as social problems at the meetings of the Association. As it was, we had only Mr. Robert Knight laying all the evils of decentralization upon the Bengal civilians, who, to a man, are opposed to it, and the platitudes of Captain Loch read out by a native, the sublimest of which was that "a boy ought not to be allowed to become a father long before he has forgotten that he is a child." All rightminded parents will, I am sure, endorse the Malthusian sentiment.

The Imperial Government has saddled the local Government here with the building of the Hooghly bridge, but will not lend the money required, except on such conditions as no sane local Government would accept. The result is likely to be the abandonment of the scheme for the present, for, although at one time a company could have been formed in an hour ready to find capital and carry out the undertaking, money is scarce now, and every merchant in the Ditch pleads "hard times." For twenty years the Government has been discussing the propriety of bridging this dangerous and troublesome river, and now when we had made certain of getting the bridge, we find ourselves as we were. Great indignation is felt in non-official circles in consequence. Mr. Hogg, however, on behalf of the Municipality, has come to the rescue, and offered to build the bridge, the Municipality having no money to carry on even the drainage of the town. But Mr. Hogg, in spite of municipal impecuniosity, and want of funds even to support a town band, is going to build a market too. His argument appears to be that the deeper in debt the Justices get the bolder they should become, which was the sentiment of Ingoldsby's black Mousquetaire—

"When a man is like me,
Sing six sous—nine sous!—
A bankrupt in purse,
In character worse,
With a shocking bad hat and a credit at zero,
What on earth can he hope to become but a hero?"

—*Pioneer.*

A HINDOO AND HIS WIFE GOING TO ENGLAND.

We have heard at various times of Hindoo gentlemen proceeding to England, but of few who have ventured to take their wives with them. Among the passengers by the steamer Olga, which recently left this port, were Baboo Sasi Pershad Banerjee and his excellent wife, who purpose spending some time in England. Baboo Sasi Pershad Banerjee is a Brahmo, and a thorough-going reformer, every inch of him. He has done an immense amount of good for Burranagore, a village a few miles north of Calcutta, where he resides, and where he is most highly esteemed. In taking his wife with him, the Baboo, we think, has shown an amount of moral courage that we cannot too highly admire.

We understand that Captain Hindson of the Olga, appreciating highly the motives which have induced the Baboo and his wife to make the trip, has done all in his power to consult their convenience and comfort during the voyage.—*Indian Daily News*, May 1.

THE ASIATIC SOCIETY OF BENGAL.

The Report of the Asiatic Society of Bengal for the year 1870 bears witness to the healthy condition of that Association. It is true that during the year under notice the Society lost 57, while it gained only 28 members, thus reducing the total on the lists to 414 (the smallest number since 1866), but the finances have improved, and the demand for the Society's publications has extended over a much wider area than heretofore. The contributions of papers and specimens have also been numerous and regular. The actual income for the year has exceeded the estimate by Rs. 745, while that of the expenditure has been reduced by Rs. 582, which, added to the balance of Rs. 1,540 left to the credit of the Society at the close of 1869, makes the grand total of cash in hand (apart from the reserved fund in Government securities of Rs. 2,000) Rs. 2,867. This sum will be found of great use during the present year, when it is proposed to improve the Society's building and to enlarge the accommodation for the Library. The president elected for 1871 is the Hon'ble Mr. Justice Phear; the vice-presidents are Dr. Oldham, Lord Napier of Magdala, and Baboo Rajendralala Mittra; and the secretaries, Colonel Hyde, R.E., Mr. Blochmann and Dr. Stoliczka. The members of the Council are the president, the vice-presidents, the secretaries, Dr. W. W. Hunter, Colonel Thuillier, R.A., Messrs. Blandford, Atkinson, and Gay, Dr. Ewart, Dr. Innis, and Baboo Dwarakra Mallika.—*Pioneer.*

INDIAN ITEMS.

The Vagrancy Act.—His Excellency the Governo 6 General in Council is pleased to extend sections 4 to 1 (both inclusive), 19, 20, 24, and 29 of the European Vagrancy Act of 1869, to the North-Western Provinces, as well as to the dominions of Princes and States in alliance with Her Majesty situated within the limits of those provinces, with effect from the date of the republication of this notification of the local Gazette of the Government of the North-Western Provinces.

AN ARABIAN POET'S COURTSHIP IN THE EARLY DAYS OF ISLAM.

We quote the following from an interesting article, "Arabiana," by Mr. Palgrave, in the April number of *Fraser* :—

The almost pre-historic winter, the early and the mid-spring of Arab civilisation had already passed away; it was now summer, the time of brightest bloom and of most abundant vigour. Simple in their innate restlessness, and restless in their innate simplicity, as Arabs still were, the young manhood of the nation imparted itself to every individual, and heightened the aims of life, while giving them at the same time a depth and a breadth unknown before. War, counsel, eloquence; these had always formed the triple excellence that Arabia claimed for her sons as their noblest praise; and it was now, under the star of Benoo-Omeyyah, that she fully realised her own ideal, and gave simultaneous birth to her greatest warriors, her most skilful statesmen, and her choicest poets. The change which had come over the spirit of these last is in itself a remarkable illustration of profoundly modified social conditions throughout the entire peninsula.

Poverty of means, isolation of circumstance, and insecurity of life, had, during the long ante-Islamitic period, cramped the energy, narrowed the ideas, and starred the taste of almost all, indeed in some degree of all Arab poets. The circle they moved in was rough, barren, and contracted; their genius dwarfed itself into proportion with the limits which it could not overpass. The high rank and noble birth of the pre-Islamitic 'Amroo-ben- Kelthoom and 'Amroc-l-Keys had not exempted them from ever-recurring personal dangers and privations on the road and in the field; while the vigorous spirit of Shanfara', Ta'abbet-Shurran, and their like, was distorted by the physical misery and the savage loneliness to which their writings bear such frequent witness. All this had now passed away. Union had given security, conquest riches; while intercourse and Islam had developed the intellect of the nation. Two entirely new classes of society henceforth came into existence—the men of pleasure, and the men of literature; the former heirs of a wealth they cared rather to enjoy than to increase; the latter seekers after wealth, fame and name, but by intellectual, not by physical distinction. Love and song tissued the career of the former; poetry and eloquence, but chiefly poetry, were the business of the latter. Meanwhile a select few, the spoils children of destiny, the Mirandolas or Byrons of their land and day, combined the advantages of birth and fortune with those of genius. Foremost among these stands the nobleman, the warrior, the libertine, but above all the poet—the Don Juan of Mecca, the Ovid of Arabia and the East—'Omar the Mogheeree, the grandson of Aboo-Rabee'ah.

One year, on the very high day of the great annual festival, when the pilgrims, assembled from all quarters of the Mohammedan world at Mecca, were engaged in the evening performance of their solemn traditionary rite, pacing seven times in prayer round the sacred Ka'abeh, Zeynab, a young girl of noble birth, happened to be present among the crowd of worshippers, from whom, however, she was easily to be distinguished by her surpassing beauty and the gay dresses of her numerous attendants. What next followed 'Omar may best recite after his own fashion, and in his own metre, which we have as far as possible preserved in the translation; though the rhyme, which if rendered would have necessitated too frequent divergence from the original style and imagery, has been omitted.

Ah for the throes of a heart sorely wounded!
Ah for the eyes that have smit me with madness!
Gently she moved in the calmness of beauty,
Moved as the bough to the light breeze of morning.
Dazzled my eyes as they gazed, till before me
All w. s a mist and confusion of figures.
Ne'er had I sought her, and ne'er had she sought me;
Fated the love, and the hour, and the meeting.
Then I beheld her as she and her damsels
Paced 'twixt the temple and outer enclosure;
Damsels the fairest, the loveliest, the gentlest,
Fasting like slow-wending heifers at evening;
Ever surrounding with courtly observance
Her whom they honour, the peerless of women.
Then to a handmaid, the youngest, she whispered,
"Omar is near: let us mar his devotions.
Crown on his path that he needs may observe us;
Give him a signal, my sister, demurely."
'Signals I gave, but he marked not or heeded,'
Answered the damsel, and hasted to meet me.
Ah for that night by the vale of the sandhills!
Ah for the day when in silence we parted!
He who the morn may awake to her kisses
Drinks from the cup of the blessed in heaven.

The last four lines of this lyric seem, however, to have been written under the influence of poetical anticipation; for many weeks and even months passed without any closer intercourse than that of love-messages and glances at a distance. Zeynab, with her father Moosa, and her two elder sisters, prolonged their visit at Mecca. 'Omar was now in the prime of youth and personal beauty advantageously set off by wealth, and idleness. No wonder that his reputation as a lady-killer was already pretty well established; and that Zeynab, young herself, and only too susceptible of attentions like 'Omar's, should have received from her alarmed relatives much prudent cautioning; with what result her lover thus gives us to judge :

Still of me their converse: they at length bethought me
Scarce a furlong distant on my whitestarred charger.
Said the eldest, 'Tell us, who the youth approaching!'
Said the second, 'Sure 'tis no one else, 'tis 'Omar.'
Said the youngest, she whom deep my love had smitten,
'He, 'tis he;' and can the full moon hide her splendour?

Diffidence of his own merits was certainly not among the poet's defects; and we can scarcely, in a character like his, wonder even at the impudence which dictated the following verses :

Then I called a handmaid of my household,
Saying, 'Take good heed, let nought betray thee,
Whisper gently, gentlier yet, to Zeynab,
"But one kiss for him, thy own, thy 'Omar."'
Zeynab heard, and shook her laughing tresses—
Laughing answered, 'Whence so pert an envoy!
Thus would 'Omar trick the truth of women!
'Tis a tale oft told; I know the sequel.'

Spring and summer passed thus, but 'Omar's suit advanced little; thanks to the coyness of the lady, and still more, it may be well believed, the vigilance of her guardians. The lover's passion had meanwhile risen to white heat; but fear of offence prohibited even his customary solace of verses, except under the disguise of an assumed object. 'Hind' was a name of historical reputation for beauty, among Arabs, no less than 'Helen' among Greeks; and to 'Hind' accordingly several pieces of poetry, inspired by no other than Zeynab the daughter of Moosa, were now dedicated by the young Mogheeree: they rank among the freshest and sprightliest of his whole collection. One in particular, a popular favourite, and often selected for song by Arab musicians even at the present day, must not be here omitted.

Ah that Hind would keep the word of love she promised,
Keep the word, and heal the heart herself has wounded;
And for once at least be fairly self-dependent!—
Weak indeed who never dares be self-dependent.
Once she stood with maidens in the tent conversing;
Hot the day, and naked she to cooling waters;
'Am I,' said she, 'fair indeed as 'Omar sings me;
'Tell me, tell me truly, or does he but flatter?'
To each other they apart they smiled, and answered,
'Lovely in the lover's eye was age the loved one.'
Not from truth they answered thus; 'twas all from envy;
Woman's envy still was beauty's shadow.

Love, however, at last prevailed; and a rendezvous was given at some distance from the town, in one of the valleys that lie south-east of Mecca, bordered by high abrupt rocks, and green in its winding course below with thick gardens and palm groves; the very place for a stolen interview. Thither Zeynab was to betake herself for an afternoon stroll with a few chosen attendants; while 'Omar was to meet her 'quite promiscuous,' as if returning from a journey. The plan succeeded; its opening scene is thus described by 'Omar in verses which long remained the envy and despair of rival poets :

Late and early Love between us idle messenger had gone,
Till his fatal ambush in the valley of Khedab was laid:
There we met; nor sign, nor token; needed but a glance—no more;
All my heart and all its passion mirrored in her heart I saw;
And I said, 'Tis evening cool; the gardened houses are not far;
Why conceal him whom thou wearyest on the weary beast?'
Turned she to her damsels with, 'What say ye?' They replied, 'Alight:'
Better far the cool earth's footing than the unsasy saddle perch.'
Down they glided, clustering starlike round the perfect queen of night,
Calmly wending in her beauty, as to music's measured beat.
Shyly drew I near and greeted, fearful lest some jealous eye
Should behold us, or the palm-trees tell the story of our loves.
Half withdrawn her veil, she whispered, 'Fear not; freely speak your mind.
Kinsmen none are here to watch us; thou and I may claim our own.'
Bold I answered, 'Were there thousands, fearless would I bide their worst;
But the secret of my bosom brooks no ear, no eye but thine.'
Then the maidens—I remember—loosed her apart we drew;
Well they guessed unspoken wishes, and the inmost thoughts of love.
Said they, 'Give us leave to wander; bide thou here alone awhile;
We will stroll a little onwards 'neath the pleasant evening star.'
So not long; she answered; said they, 'Fear not; we will straight return—
Straight be with thee;' and at once like trooping fawns they slipped away.
Little need to ask their meaning; if they came or if they went—
Known to her, to me, the purpose: yet we had not said a word.

It may be easily imagined that Zeynab's attendants were too discreet to return in a hurry; and the lovers, regardless of time, prolonged their meeting till evening had passed into night, when there came on a sudden storm of rain, such as is not uncommon among the hills of the Hejaz coast. 'Omar, gallantly fearful lest the night dews of his fair companion should suffer, took off his cloak, one of red embroidered silk and wool, such as still may be often seen worn by the upper classes in the peninsula, and cast it over her shoulders; while she playfully refused to accept the shelter except on condition that he should keep part of it over himself; and in this amiable proximity they remained a while till the shower had blown over, and the approach of dawn warned them to separate.

Thus far all was well, and might perhaps have continued so but for the vanity of 'Omar himself, who a few days afterwards published the whole adventure, not forgetting the circumstance of the shower and the cloak, in verses that expressed much and suggested more. The thin disguise of fictitious personages, Zeynab's name, joined with that of 'Omar, was soon in every mouth; and Moosa, the father of the young lady, began to have serious fears as to the consequences of so compromising a courtship. Young 'Omar' wealthy and powerful, not only in the popularity of rising genius, but in the near relationship of princes and caliphs, was beyond the reach of his anger; and Moosa determined accordingly to seek for his daughter in flight the security which he could not hope from open contest. Silently and secretly he prepared his departure from the Hejaz; but 'Omar had notice of it in time to obtain yet one more interview with the young lady. Zeynab, however, took her precautions, and brought with her this time not her own attendants only, but several others of her Meccan female friends, easily induced to accompany her by their curiosity to make a nearer acquaintance with the first poet of the day. The rendezvous was in a valley at some distance out of town; and there the whole party remained from evening to sunrise: the result was a serious proposal of marriage on 'Omar's part, accepted by Zeynab; but on condition that, after her own and her father's removal to their projected establishment in the neighbourhood of the Persian Gulf, 'Omar should follow them thither, and there make his offer in due form. In the meantime he was neither to see her nor speak with her, either in public or in private.

'Omar accepted the conditions, intended probably in part as a trial of his constancy; and, with characteristic levity, had hardly accepted than he broke them. Only a few days later he learnt that Zeynab, before quitting Mecca, designed a visit to some one of the numerous memorials in its vicinity; and, thereon, mounted his celebrated 'white starred charger' Koueyt, and alone, but armed, set out on a side-track in hopes of a meeting with the daughter of Moosa. On his way he fell in with another horseman, also armed and alone, travelling in the same direction. Conversation followed; and 'Omar, finding his new acquaintance sprightly and accomplished, was led on to treat him with a recital of his latest poem, commemorative of the very rendezvous just described. 'It would seem you do not know that the lady is my cousin,' said the other with a dark look. 'Omar, disconcerted, did not even venture explanation or excuse, but turned his horse's head, and rode back full speed for Mecca.

Further concealment was impossible, and the worst consequences might be reasonably expected. Hirth, in great distress at the follies of his young half-brother, called him up; and, giving him a large supply of money for the road, sent him off to look after some family estates in the extreme south of Yemen, after a serious warning and a solemn promise exacted that he would amend his doings in future. 'Omar obeyed; but once alone, a male Mariana in the south, separation and solitude proved too much for him; and before many weeks of his banishment were over, he had begun to solace his loneliness with several pathetic effusions, to all of which Zeynab was the keynote; the following may serve as a specimen :

Ah! where have they made my dwelling? Far, how far, from her to the loved one,
Since first she left me, bound a slave to sorrow,
Since first she left me, bound a slave to sorrow,
Years blessed the past with unresistant journey;
But unforgot love once is love for ever, and seeming solace,
Soft blew the wind, the garden scented,
Breathed all of her; she is not forgot jasm'ne
Thus would 'Omar trick the truth of women!
'What wouldst thou have, of strangers and answered;
This road we came from Bewrah, but ors thus enquiring?
Once stood beside the sacred walls of godwilling
Truth have we told; but say, thyself, whom.
Answer: the question is not void of purpose: thou!
Sure we have known the—beauty name [com]
'Is ours at least; and not [illegible] follow. [ture
Stained are they teeth: [illegible] thy stature and appearance.
One [illegible] for one long [illegible], long remembered.'
One the—I: how could I brook thy absence!
Is there who brook [illegible] self from self be parted!
Blind to all else, by eye behold thee only;
Cold to all else, thee my heart is burning.

The courtship, thus resumed, was now carried on in good earnest. 'Omar married Zeynab; she bore him two children, a son, the stately and austere Ju'an, and a daughter, Amat-el-Wahid, of whom 'Omar seems to have been very fond: she finds an affectionate mention in some of his poems.

BLUE TAPE.

(*Daily Telegraph*, April 7.)

As strange a story perhaps as was ever related in that great rival to works of melodramatic fiction, a police court, was narrated on Wednesday at Guildhall. The wife of a City police constable was charged before Alderman Sir Thomas Gabriel with attempting to commit suicide by flinging herself into the river from Paul's Wharf; and it was with difficulty that she had been rescued. When asked her motive for the desperate act, she replied that she would not have tried to kill herself if she had possessed a home to go to. Her husband told the Alderman that she was a sober, steady, and industrious woman, and has never before attempted suicide; but she had been reduced to despair through the want of a home. By the City police regulations the constables are bound to reside within the civic boundaries, and, according to the prisoner's husband, so many houses of the poorer class have been pulled down for railway and street improvements that the married policemen were quite unable to find such tenements as they could afford to rent. This man had first found a place "not fit for a dog;" next he got into a house and stayed there until the rod was taken off and the hovel filled with dust and cinders from the railway; and then he and his family took shelter in a deserted warehouse. There were our other constables, he said, in a similarly homeless condition. "Why not live out of the City?" asked lgical Sir Thomas Gabriel. "Because the police regulations will not allow us to do so," replied the equally lgical constable; and his statement seems to have been confirmed by Mr. Martin, the chief clerk, who added that the constables were afraid to make any representations of their grievances to the Commissioner of the City Police. There were model lodging-houses in plenty available as residences for policemen and their families; but they were beyond the City boundaries. Inspector Foulger, a very well known and deserving officer of the City Police, spoke even more strongly as to the sad plight of the homeless constables. The Alderman asked the woman if she would promise not to attempt to kill herself again, but she only replied conditionally, "that she would not do so again if she had a home to go to." At last, as it seemed, fairly puzzled, Sir Thomas remanded the prisoner, saying that in the meantime he would communicate with Colonel Fraser to see what could be done in order to allow the police proper accommodation. Until we hear what Colonel Fraser has said to Sir Thomas Gabriel, and how this wonderful Gordian knot of Blue Tape is to be cut or unravelled, it would be difficult to fix upon the right mors of this truly strange tale.

MARAVILLA COCOA.—No breakfast table is complete without this delicious beverage.—The "Globe" says—Various importers and manufacturers have attempted to attain a reputation for their prepared Cocoas, but we doubt whether any thorough success had been achieved until Messrs. Taylor Brothers discovered the extraordinary qualities of 'Maravilla' Cocoa. Adapting their perfect system of preparation to this finest of all species of the Theobroma, they have produced an article which supersedes every other Cocoa in the market. Entire solubility, a delicate aroma, and rare concentration of the purest elements of nutrition, distinguish the Maravilla Cocoa above all others. For homœopaths and invalids we could not recommend a more agreeable or valuable beverage." Sold in packets only by all Grocers, of whom also may be had Taylor Brothers' Original Homœopathic Cocoa, and Soluble Chocolate. Steam Mills—Brick Lane, London. Export Chicory Mills, Bruges, Belgium.

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WRIGHT'S SAPO CARBONIS DETERGENS.—Purifying, disinfecting, and antiseptic. It cleanses, purifies, and sweetens the skin, imparting to it rare brilliancy, fragrance, and smoothness. It destroys all itching and disagreeable odour from the person, and renders the whole body sweet and wholesome. Mothers should use it daily on their children. It is an elegant toilet Soap, a great preservative of health, and sweetly scented. He use thoroughly purifies and disinfects the body after an attack of fever, scarlatina, small-pox, and other maladies.

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THE ONLY GOOD SAUCE.
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Wholesale and for Export by the Proprietors, Worcester Crosse and Blackwell, London, &c., &c. and by Grocers, and Oilmen, universally

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JAMES EPPS & Co.,
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The Bank negotiates and collects Bills payable in London, Calcutta, Madras, and Hongkong. It also grants drafts on London and on its Branches and Agencies at the Current Rates of Exchange.

By order of the Directors,
JAMES WINDRAM, Manager.

Bombay, 26th August 1870.

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Incorporated by Royal Charter.

The Current Rates of EXCHANGE are :—

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On London at 6 months' sight	1s. 11d.	do.
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Bombay, 28th April 1871.

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(Incorporated by National Decrees of 7th and 8th March and by Imperial Decree of 25th July 1864.)
Recognised by the Decree of 28th July 1864.)
and by Act No. VII. International Convention of 30th April 1869, and by Act No. VII. of 1864, of the Legislative Council of India, and by Amended Act No. [illegible] of 1867.

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